



CITY OF BUCKEYE

INVITATION FOR BID  
IFB: 2015-042

NORTHERN ADDITION CDBG SIDEWALKS FOR  
NARRAMORE, NELSON, EASON AND EDISON AVENUES

CONTACT PERSON  
Chris Williams  
Manager, Contracting and Construction  
623.349.6225  
[cwilliams@buckeyeaz.gov](mailto:cwilliams@buckeyeaz.gov)

Date Issued:	Thursday, December 03, 2015
Pre-Bid/Site Visit:	Thursday, December 17, 2015 @ 10:00 am
Last Day for Questions:	Wednesday, January 13, 2016 @ 5:00pm
Bid Due Date:	Thursday, January 21, 2016 @ 4:00pm
Schedule of Values Due Date:	Monday, January 25, 2016 @ 1:00pm

**PLEASE NOTE: IF IFB DOCUMENTS WERE DOWNLOADED FROM THE CITY OF BUCKEYE WEBSITE, BIDDER IS RESPONSIBLE FOR OBTAINING ANY ADDENDA EITHER THROUGH UPDATES ON THE WEBSITE, OR BY CONTACTING THE CITY CONTACT PERSON.**

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## **SECTION 100**

### **NOTICE TO CONTRACTORS OF INTENT TO RECEIVE BIDS**

Sealed bids will be delivered and received **no later than 4:00 PM, MST, January 21, 2016, at the 2<sup>nd</sup> Floor Permitting Desk, Buckeye City Hall, 530 East Monroe Avenue, Buckeye, Arizona 85326. (The Bid opening will take place in Buckeye City Hall, 1<sup>st</sup> Floor Conference Room, located at 530 E. Monroe Avenue, Buckeye, Arizona)**

#### **Scope of Work:**

The nature of the work to be performed under this project shall consist of furnishing all labor, materials and equipment required for construction as detailed and described under each Section named Construction plans, specifications, special provisions and all associated solicitation amendments.

The work consists sidewalk improvements on four local streets; Narramore Avenue, Nelson Avenue, Eason Avenue and Edison Avenue as a bid alternate. The improvements are detailed in the bid documents.

Location of the Project: City of Buckeye.

The construction of this project shall be in accordance with the MAG Uniform Standard Specifications for Public Works Construction, latest edition with revisions and corrections thereto.

This project is federally funded by the Community Development Block Grant Program and the Davis-Bacon wage rates will apply. Offerors are advised that the successful contractor will be required to complete all forms found in Section 400 and include with the bid package.

Bids will be opened publicly in the City Hall, (same address as above), and read aloud by the City Clerk.

All contractors engaged in City of Buckeye construction shall have a City of Buckeye Business License and be licensed in the State of Arizona with the Registrar of Contractors with the applicable licenses for the work to be performed.

**A Pre-bid/site visit meeting is scheduled for 10:00am, MST, DECEMBER 17, 2015, at the Buckeye City Hall, 1<sup>st</sup> Floor Conference Room, located at 530 E. Monroe Avenue, Buckeye, Arizona 85326. Attendance at the pre-bid meeting is recommended.**

A certified or cashier's check or a surety bond for **ten percent (10%)** of the amount of the Bid must accompany each Bid Proposal, as a guarantee that the Contractor will enter into a contract to perform the Work in accordance with the Construction Documents, or as liquidated damages

in the event of failure or refusal of the Contractor to enter into the Contract. The check or bond will be returned to the unsuccessful bidders, and to the successful bidder upon the execution of a satisfactory bond and the Contract, as prescribed by Arizona Revised Statutes and the City of Buckeye Procurement Code.

All bids must also include a list of sub-contractors being proposed for this project. The Contractor to whom the Contract is awarded shall, after being awarded the Contract, furnish to the City with a fully executed Contract a satisfactory performance and payment bond in an amount equal to one hundred percent (100%) of the full amount of the Bid, such bond not to be expressly limited as to time in which action may be instituted against the surety company for possible nonperformance of the Contractor. Work shall commence immediately after the issuance of the Notice to Proceed and shall be completed within **Ninety (90)** calendar days from the date established by such Notice. Subject to the provisions of the City's Procurement Code, the City reserves the right to reject any or all Bids, to waive or decline to waive irregularities in any bid, or to withhold the award if the City determines it to be in the best interests of the City.

Mistakes discovered before bid opening may be modified or withdrawn by written notice received by the City prior to the time set for bid opening. After bid opening corrections in bids shall be permitted to withdraw its bid if:

- (a) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- (b) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination by the City Manager.

All correspondence relating to this Project should be addressed to:

CONTACT PERSON  
Chris Williams  
Manager, Contracting and Construction  
623.349.6225  
cwilliams@buckeyeaz.gov

## SECTION 100

### INSTRUCTIONS TO BIDDERS

To be considered, the Bids must be made in accordance with these Instructions to the Bidders.

**Documents:** Bidders may obtain a complete set of the Construction Documents from:

Chris Williams, Manager, Contracting and Construction  
City of Buckeye  
530 East Monroe Avenue  
Buckeye, Arizona, 85326  
Phone: 623.349.6225  
cwilliams@buckeyeaz.gov  
[www.buckeyeaz.gov](http://www.buckeyeaz.gov)

**Examination:** Before submitting a Bid, the bidders shall carefully examine the Construction Documents, visit the site of the Work, and fully inform themselves as to all existing conditions and limitations, and shall include in the Bid a sum to cover the cost of all items included in the Work. The Bidder, if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing, concerning which such bidder might have fully informed himself prior to the Bidding.

**Interpretations, Addenda:** Should a bidder find any ambiguity, inconsistency or error in the Construction Documents, or should the bidder be in doubt as to their meaning, the bidder shall at once notify the City, in writing, who will send a written addendum to all bidders of record. Neither City nor its representatives will be responsible for oral instructions or information.

Any addenda issued by the City during the time of bidding are to be included in the Bid, and will become a part of the Contract when awarded. The Bidders shall acknowledge receipt of addenda on the Bid form in the space provided. Addenda will be mailed or delivered to each person or firm recorded by the City as having received the bidding documents, and will be available for inspection wherever the bidding documents are kept available for that purpose.

If a bidder should fail to receive any addendum, or should fail to acknowledge receipt of same, the Bidder shall have the option of accepting a contract, if offered, including all addenda, at the Bid price, or withdrawing the Bid without penalty. The City is not responsible for assuring delivery of addenda to any bidder. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or reissue of the invitation to bid.



prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- (a) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- (b) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination by the City Manager.

The City reserves the right to reject any or all Bids, and to award the Contract to the lowest responsive and responsible Bidder, whose bid conforms in all material respects to requirements and criteria set forth in the invitation for bids. City further reserves the right to waive any informality or irregularity in the bidding process. In addition, the Bidder recognizes the right of the City to reject a Bid if the Bidder fails to furnish any required Bid security, or to submit the data required by the bidding documents, or if the Bid is in any way incomplete or irregular. The Bidder is required to submit **ONE (1) ORIGINAL and 1 copy** of the completed Bid form.

**Bid Security:** The Bidder is required to submit with his Bid a certified or cashiers' check, upon a solvent bank, or a surety bond in an amount equal to ten percent (10%) of the Base Bid made payable to the City of Buckeye. The bid security shall be given as a guarantee that the Bidder will enter into the Contract if awarded to him; and shall be declared forfeited as liquidated damages if he refuses to enter into said contract upon request to do so by the City. The Bid security other than bid bonds will be returned to the unsuccessful bidders and to the successful bidder upon his execution of a satisfactory payment and performance bond, and contract. Failure by the Bidder to submit bid security will result in rejection of the Bid as non-responsive.

If a surety bond is used as bid security it shall be executed on the forms provided in the bid package. The surety bond provided as bid security shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this state issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1. The surety bond shall not be executed by an individual surety or sureties.

**Performance and Payment Bonds.** The Contractor is required to provide and pay for performance and payment bonds. Bonds shall cover the faithful performance (100%) of the Contract, and the payment of all obligations (100%) arising thereunder, in such form as the City may prescribe and with such surety or sureties as are approved. The Contractor shall deliver the required bonds to the City not later than the date of execution of the Contract. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power-of-attorney indicating the monetary limit of such power. Bonds shall be furnished on the forms provided in the Construction Documents. The surety bonds shall be executed solely by a company or companies holding a certificate of authority to transact

surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1. The bond amounts shall be for one hundred percent (100%) of the Contract amount plus any authorized Change Orders added to the Contract, of which notice to the surety shall be waived. The bonds shall not be executed by an individual surety or sureties.

**Subcontractor Listing.** The submission of a list of subcontractors is for the purpose of determining the qualifications of the subcontractors proposed for the Project. A form for submitting proposed subcontractors is included in Attachment 2 of the Bid Documents. This list must be submitted in a sealed envelope with the Bid. Lists submitted by unsuccessful Bidders, other than the three (3) apparent low Bidders will be returned unopened upon request. If prior to award of the Contract, the City has a reasonable and substantial objection to any subcontractor, the apparent low Bidder may, prior to the award, either withdraw his Bid without penalty, or may propose an acceptable substitution, provided that there is no change in the Bid cost. Failure of the Bidder to submit an acceptable substitute in a timely manner shall render his Bid non-responsive.

**Responsibility of Subcontractors:** Since the General Conditions and Amendments to the General Supplementary Conditions of the Contract for construction apply in every pertinent respect to each subcontractor, the Bidder shall carefully instruct each subcontractor to become familiar with them, just as though these sections had been formally included by reference in each division of work. The Bidder shall also caution each subcontractor to become familiar with the contents of referenced specifications and standards, insofar as they affect each subcontractor. Each citation of a standard specification shall be construed to refer to the latest published revision, as of the date of the Invitation to Bid. Consideration will not be given to any claimed ignorance as to contents of any cited specification, since each subcontractor is deemed to be experienced and familiar with his own trade's generally accepted and published standards of quality.

No allowance shall be made on behalf of a subcontractor for errors due to his negligence in not being familiar with the existing site conditions.

Each subcontractor shall make the field measurements necessary for his own work, and shall be responsible for the accuracy of those measurements and his work. Also, should any structural difficulties prevent a subcontractor or tradesman from installing his materials or equipment properly, the Contractor shall be promptly notified so that the DP may be consulted on how best to resolve the difficulty.

Should the specifications or detailed contract drawings fail to cover any particular phase of the Work, the installation or maintenance directions provided by the manufacturer shall be followed. Each subcontractor shall acquaint himself with the Work of other trades whose activities are mutually affected so that their efforts are coordinated to avoid mistakes, omissions, disputes or delays.

Each subcontractor shall remove tools, equipment, materials and debris from the site promptly upon completion of the Work, and shall leave the work area clean and free of all rubbish and debris.

Each subcontractor shall unequivocally guarantee his entire work to be free from defects of material and workmanship for the **one-year warranty period** after acceptance by City.

**Copies Furnished:** The successful Bidder will be furnished five (5) set(s) of Construction Documents free of charge. Additional copies may be obtained by paying the cost of reproduction of same.

**Insurance Requirements:** See Article 15 of the Construction Contract between City of Buckeye a Contractor and subsequent Subcontractors hired by the Contractor for all insurance requirements.

**Summary of Work:** See Special Provisions and drawings, for description of the Work.

**Sales and Use Tax:** The Contractor agrees to comply with, and to require all of his subcontractors to comply with, all the provisions of applicable State Sales Excise Tax Law and Compensation Use Tax Law and all amendments to same. To the furthest extent permitted by law, the Contractor further agrees to indemnify and save harmless the City, for, from and against any and all claims and demands made against it by virtue of the failure of the Contractor or any subcontractor to comply with the provisions of any and all said laws and amendments.

**Waiver of Liens:** The Contractor is responsible for the payment of all bills for labor and materials furnished by, or to, the subcontractors and himself on this project; and the Contractor shall deliver to himself on this project, and the Contractor shall also deliver to the City before final payment, a Waiver of Liens in duplicate from himself and each of his subcontractors, if any; and at such time he shall certify that he is submitting such lien waivers for all subcontractors involved.

**Qualifications of Contractors:** The competency and responsibility of bidders, and of their proposed subcontractors, shall be considered in making the award, pursuant to the City of Buckeye Procurement Code.

**Failure to Complete Work within Time for Completion and Liquidated Damages.** It is hereby understood and mutually agreed, by and between the Contractor and the City, 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 a date to be specified in the Advice of Award and 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 time specified. It is

expressly understood and agreed, by and between the Contractor and the City, that the time for completion of the Work will be the time in calendar days identified in these Instructions to Bidders.

For each calendar day that any part of the Work remains uncompleted after the expiration of the time specified, or allowed for completion of the Work stipulated in the Contract, or as automatically increased by the additional work or materials ordered after the Contract is signed, the amount specified within these Instructions to Bidders as liquidated damages shall be deducted from any monies due the Contractor, or if no money is due the Contractor, City shall have the right to recover said sum or sums from the Contractor, from the surety, or from both.

It is understood between the City and the Contractor that it is extremely difficult and impracticable to determine the actual damage the City will sustain by reason of a delay in the completion of the Project. Therefore, it shall be understood that the time to complete the Project, beyond the contractual date of completion, is in itself prima facie evidence of actual damages incurred, and the amount of these deductions are to cover the liquidated damages caused by the loss of use, or limited use, of the Project and other additional City incurred losses, or expenses, due to the failure of the Contractor to complete the Work within the time specified.

Now, if the said contractor shall neglect, or 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 the City **FIVE HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$570.00) per calendar day**, until the Project is completed, 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.

It is further agreed that time is of the essence of each and every portion of this contract and of the Specifications where a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed as herein before mentioned for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract, provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of work is due: To unforeseeable cause beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. The unusualness of the weather shall be determined by statistics from the local Weather Bureau over a period of the past ten (10) years. Upon request of City, the Contractor shall obtain statistical information from the Weather Bureau to support his claim for extension caused by unusual weather condition. Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, notify the City's representative in writing, of the causes of the delay, who shall ascertain the facts and extent of the delays and notify the Contractor within a reasonable time of his decision in the matter.

**AWARD:** The City of Buckeye, Contracting and Construction Division will formally advertise the construction of the project. Bids shall be received and due-diligence is completed by City of Buckeye, Contracting and Construction Division to determine the lowest price, responsive and responsible construction Bidder. The package identifies the lowest, responsive, responsible bidder and thus establishes the price for Construction improvements.

**Construction Inspection Period:** The City of Buckeye, Engineering Division shall inspect the progress of work to ensure the project is built per the specifications and drawings.

**Responsibilities of the Awarded Construction Contractor:** The Contractor shall provide detailed pay applications, reports, correspondence, submittals, close-out documents, insurance and warranties during the construction phase.

**CONSTRUCTION BUDGET:** The project has a budget of more than \$850,000.00 to include Alternates.

**END OF SECTION**