



CITY OF BUCKEYE

**INVITATION FOR BID
IFB: 2016-013**

TARTESSO WELL SITE #3

The City of Buckeye is soliciting this Invitation to Bid (IFB) on behalf of Tartesso 1261 L.L.C. (the Developer) in accordance with ARS Title 34 and the City of Buckeye Procurement Code. The project is funded by the Developer. Should any interested party have any questions concerning this procurement and subsequent award, please contact the Manager of Construction and Contracting for the City of Buckeye at 623.349.6225 or cwilliams@buckeyeaz.gov

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.

INVITATION TO BID

TABLE OF CONTENTS

SECTION

1. NOTICE TO CONTRACTORS OF INTENT TO RECEIVE BIDS
2. Schedule "A"
3. Schedule "B" Special Instructions to Bidders
4. Bid Proposal
5. Sample Contract with Developer
6. Construction Project Drawings
7. Construction Project Specifications

NOTICE TO CONTRACTORS OF INTENT TO RECEIVE BIDS

Sealed bids will be delivered and received **no later than 4:00 PM, MST, May 26, 2016, at the 1st Floor Executive Conference Room, Buckeye City Hall, 530 East Monroe Avenue, Buckeye, Arizona 85326.**

The Bidder will be required to furnish all labor, material and equipment and perform all work required for the installation of:

City of Buckeye Tartesso Well Site #3

The project is located in the City of Buckeye, Arizona. All bids will be opened publicly by the City of Buckeye and Owner.

Bidders must carefully examine the plans, specifications and other documents, visit the project site, and investigate all work conditions that can affect the cost of the work. Bidders must also carefully review the Special Instructions to Bidders. If a bidder finds discrepancies or omissions in the plans, specifications or other bid documents, or if anything is unclear, the bidder should notify the Engineer or Owner to obtain clarification prior to submitting the bid.

The City and Owner reserve the right to reject any or all bids. The City and Owner are not obligated to award the contract based solely upon the low bid, but will award the contract based upon price, schedule and qualifications.

No bid may be withdrawn until the expiration of ninety (90) days from the date bids are opened.

A Pre-Bid Meeting will be held at 10:00am on May 12, 2016, at the Executive Conference Room, City Hall, 530 East Monroe Ave., Buckeye, AZ 85326. Bidders are encouraged to attend.

SCHEDULE "A"

CONTRACTOR: _____

1. **PROJECT:** Tartesso Well Site #3, City of Buckeye.
2. **PROJECT LOCATION:** 30481 W. Celeborn Drive, Buckeye, AZ 85396.
3. **SCOPE OF WORK:** As shown on the plans and specifications specified in Section 4 below, and any additional work specified in the "Special Instructions to Bidders."
4. **PLANS:** Well Site No. 3 for Tartesso by GHD. The plans were sealed by William (Bill) Roberts on 3.25.16.
5. **SPECIFICATIONS:**
 - a) "Tartesso City of Buckeye Well No. 3 Specifications" by GHD.
 - b) City of Buckeye requirements and specifications.
 - c) Maricopa County Environmental Services Department requirements and specifications.
 - d) Maricopa Association of Governments requirements and specifications.
6. **OWNER'S REPRESENTATIVE:**
 - b) Bob Speirs; Office: (480) 361-6908; Cell: (602) 689-9122.
7. **CONTRACTOR'S REPRESENTATIVE:** _____ .
8. **CONTRACTOR'S FIELD SUPERINTENDENT:** _____ .
9. **COMPLETION TIMES:**
 - a) Time is of the essence for this project, and special consideration will be given to the Contractor who agrees to complete all work, make the well operations and obtain final acceptance from the City of Buckeye in the least amount of time.
 - b) The Contractor agrees to complete the Well Site, including all testing, within _____ calendar days from the date specified in the Notice to Proceed.
 - c) The Contractor agrees to obtain City of Buckeye final acceptance within _____ calendar days from the date the well is operational.
10. **LIQUIDATED DAMAGES:** The Contractor understands and acknowledges that in the event all work is not completed within the time frame stated in Section 9, liquidated damages of \$250.00 per day will be assessed. Weather delays will be acknowledged and documented.

11. **CONTRACT SUM:** _____
_____.

The Contractor hereby acknowledges this is a lump sum contract.

12. **RETENTION AMOUNTS:** In accordance with Arizona Revised Statutes § 34-607, 10% retention will be held until 50% of the work is satisfactorily completed. After 50% of the work has been satisfactorily completed, 50% of the withheld retention will be released and 5% retention will be held until the work is accepted by the City of Buckeye and Owner. Final payment of all retention amounts will be made within thirty (30) days of completion and acceptance by the above named parties.

13. **INSURANCE REQUIREMENTS:** The Contractor's insurance coverage will be reviewed by the Owners insurance agent prior to execution of the contract documents. The Owner reserves the right to reject any Contractor based upon the insurance coverage review. Minimum insurance requirements are as follows:

A. Comprehensive General Liability Coverage

1. General Aggregate: \$2,000,000.00
2. Products-Completion/Operation Aggregate: \$2,000,000.00
3. Personal & Advertising Injury: \$1,000,000.00
4. Each Occurrence: \$1,000,000.00
5. Fire Damage (any one fire): \$50,000.00
6. Medical Expense (any one person): \$5,000.00

B. Automobile Liability Coverage

1. Combined Single Limit: \$1,000,000.00

C. Excess Liability

1. Each Occurrence: \$4,000,000.00
2. Aggregate: \$4,000,000.00

D. Workman's Compensation Coverage cannot be less than the State Statutory Limits.

Note: Waiver of Subrogation Applies. This insurance is primary and non-contributory. On the Certificate of Insurance, the Owner must be named as an Additional Insured and Owner must receive a copy of the Endorsement and must receive the CG20-10 form for Additional Insured.

SCHEDULE "B"
SPECIAL INSTRUCTIONS TO BIDDERS

1. **GENERAL.** The Special Instructions to Bidders shall supersede all other parts of the Contract where conflicts exist.
2. **ENGINEER.** The word "ENGINEER" in these Special Instructions to Bidders shall refer to GHD, Bill Roberts, (602) 216-7208. The electrical engineering sub-consultant is DARCOR, Jorge Gerardo, (602) 795-2699.
3. **BID SECURITY.** A 10% Bid Bond will be required. Each bidder will be expected to honor his bid, and the successful bidder shall execute a contract within ten (10) business days after the bid has been awarded.
4. **BONDS.** The Owner requires the Contractor to furnish performance, payment and warranty bonds. The performance and payment bonds shall be in an amount equal to one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing materials to the Project. The warranty bond shall be in an amount equal to 10% of the total contract amount and must be issued to the Owner prior to the retention payment. The warranty bond will be released after the Contractor successfully completes the required one year testing/inspection program. The bonds shall be made and firmly bound to the Owner. Bond costs are included as a line item in the Bid Proposal.
5. **TRAFFIC CONTROL.** The Contractor must maintain all traffic lanes and/or detours in accordance with the City of Buckeye requirements. All traffic control expenses, including police officers, shall be borne by the Contractor for the period of time required to complete the work.
6. **BARRICADES.** The Contractor will be required to place barricades and warning signs in accordance with the City of Buckeye requirements. Existing barricades removed by the Contractor become City of Buckeye property, unless reused on the Project.
7. **PROTECTION OF UTILITIES.** The Contractor shall determine the exact location of all existing utilities and conduct his work to prevent interruption of service or damage. The Contractor shall protect existing structures and utilities, and shall be responsible for their repair or replacement if damaged.
8. **CONSTRUCTION WATER.** All construction water shall be furnished by the Contractor at the Contractor's expense.
9. **PERMIT FEES.** The Contractor will be responsible for obtaining any and all required permits. The Contractor will be required to submit a Dust Control Plan and obtain the

Maricopa County Air Quality Department Dust Control Permit. All permit fees will be paid by the Contractor.

10. **DUST CONTROL.** The Contractor will be required to submit a Dust Control Plan and obtain a Dust Control Permit from the Maricopa County Air Quality Department. All permit fees will be paid by the Contractor. The Contractor is required to control all dust and particulate emissions caused by his work and is required to comply with Maricopa County Air Quality Department Rule 310 and any other City, County, State and Federal standards relating to dust control and particulate emissions. The Contractor and all subordinates and subcontractors are required to abide by the Dust Control Plan in effect for this site. Any fines incurred by the Owner for violations caused by the Contractor's work will be paid by the Contractor.
11. **INSURANCE.** The Contractor's insurance coverage must equal or exceed the minimum amounts specified in Section 13 of Schedule "A". The Contractor will be required to provide a Certificate of Insurance. On that certificate, the Owner must be named as Additional Insured and the Owner must receive a copy of the Endorsement.
12. **LIEN WAIVERS.** The Contractor agrees to provide the Owner with Lien Waivers certifying that all vendors, subcontractors and fees have been paid. This certification must be provided with progress billings and upon completion of the work. Retention will not be paid until a Full and Final Lien Waiver is submitted to the Owner.
13. **STAKING.** The Engineer will stake all lines and grades for the work in accordance with the plans and specifications. The Contractor will be responsible to coordinate the staking activity. After initial staking, it shall be the responsibility of the Contractor to maintain the stakes. Any re-staking due to the Contractor's error will be backcharged to the Contractor. The Contractor will be required to notify the Owner's representative prior to requesting additional staking. The Engineer is not authorized to re-stake without the Owner's permission.
14. **QUANTITIES.** Each Bidder will carefully examine the plans and determine their own quantities. This bid will result in a lump sum contract.
15. **INSPECTION/TESTS.** The Contractor will be required to schedule, coordinate, supervise and pay for any and all inspections and required tests. All tests must be completed within the calendar day schedule in Schedule "A."
16. **SCHEDULE.** The Contractor will be required to complete the work in the time frame stated in Section 9 of Schedule A. Completion of the work will include all construction, installation, inspection, testing, site clean-up and any other item required to turn over a completely functioning and operational product and to obtain final acceptance from the City of Buckeye. Liquidated damages will be enforced.

17. **ONSITE CONSTRUCTION MEETINGS.** The Owner's and Contractor's representatives shall hold weekly meetings at a specified time to review the job progress and schedule.
18. **SOIL REPORTS.** A copy of the Soil Investigation will be provided upon request.
19. **REMOVAL AND REPLACEMENT.** The Contractor will be responsible for removal and replacement of any item noted on the plans. All replacement items will be done per the specifications of the governing agency.
20. **PHASING.** Not applicable.
21. **PRICING.** This is a lump sum contract. Once the contract has been executed, pricing will remain in effect until the contract is complete.
22. **GRADE RESTORATION / SITE CLEAN UP.** The Contractor will be required to remove all equipment, supplies and debris immediately after completing the work. All areas must be restored to their original grade and condition. The Contractor will be required to haul off all debris.
23. **EXTRA WORK AUTHORIZATION.** The Contractor shall not proceed with any extra work until a signed Work Authorization Form or Change Order is issued by the Owner. Any invoice submitted for extra work without the proper authorization will not be paid.
24. **PLAN CHANGES.** If there are any plan changes between the bid plans and the construction plans resulting in extra cost, the Contractor will submit a change order request for any documented and verified quantity differences between the bid plans and approved construction plans. If there are any plan changes between the bid plans and the construction plans resulting in reduced cost, the Contractor will report this cost reduction to the Owner and submit a deductive change order. The Contractor will have thirty (30) calendar days from the date the contract is executed to submit any change orders resulting from plan discrepancies.

The Contractor shall acknowledge receipt and understanding of these Special Instructions to Bidders by signing below.

CONTRACTOR

By: _____

Its: _____

Date: _____