



INVITATION FOR BIDS:
91ST AVENUE WIDENING PROJECT

City of Tolleson
9555 West Van Buren Street
Tolleson, Arizona 85353

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: **ENG 17-02**

Solicitation Title: **91ST AVENUE WIDENING PROJECT**

Release Date: **January 9, 2018**

Advertisement Dates: **January 18, 2018 and January 25, 2018**

Final Date for Inquiries: **February 5, 2018**

Bid Submittal Deadline: **February 7, 2018 by 3:00 p.m.** (local time, Phoenix, Arizona)

Target City Council Award Date: **February 13, 2018**

City Representative: **Paul R. Gilmore, PE**
City Engineer
9555 West Van Buren Street
Tolleson, Arizona 85353
Phone: 623/474-4960

* The City of Tolleson reserves the right to amend the solicitation schedule as necessary.

INVITATION FOR BIDS

Sealed bids for the **91st Avenue Widening Project** will be received by the City of Tolleson at City Hall, until **3:00 p.m., Wednesday, February 7, 2018**. At that time and place, bids will be publicly opened and read aloud. Bidders are invited, but not required, to be present at the bid opening.

PROJECT DESCRIPTION:

ASPHALT PAVEMENT REMOVAL, EARTHWORK, ASPHALT PAVING, CONCRETE CURB AND GUTTER, SIDEWALKS/RAMPS, DRIVEWAYS, MULTI-USE PATH, TRAFFIC SIGNALS, PEDESTRIAN AND STREET LIGHTS, ITS, SIGNING AND PAVEMENT MARKING, LANDSCAPE/IRRIGATION, WALLS, AESTHETIC TREATMENTS, HARDSCAPE ELEMENTS, STORM DRAIN, CATCH BASINS, AND UTILITY ADJUSTMENTS, ALL AS SHOWN ON THE PLANS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS.

Copies of the Contract Documents for use in preparing bids may be obtained from the City of Tolleson's website, www.tollesonaz.org, under Quick Links-RFP/RFQ Bid Documents. Interested parties should provide email address for sending addendums to Pamela Rollings at City Hall, 9555 West Van Buren Street, Tolleson, AZ 85353 or prollings@tollesonaz.org. All questions shall be in writing and directed to Paul R. Gilmore, PE – City Engineer at pgilmore@tollesonaz.org.

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

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

ADDRESSED TO: City of Tolleson
9555 West Van Buren Street
Tolleson, AZ 85353

AND MARKED: **91ST AVENUE WIDENING PROJECT**

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

The successful Bidder(s) will be required to furnish two (2) bonds. One (1) bond, to become effective upon award of the Contract, shall be a Performance Bond in a sum of one hundred percent (100%) of the contract price including any additions to the Contract. The Bond shall be effective throughout the construction period, including a one (1) year warranty period. The successful Bidder shall also furnish a Labor and Material Payment Bond, in the amount of one hundred percent (100%) of the Contract price, to become effective upon award.

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91ST AVENUE WIDENING PROJECT

Section I: Invitation for Bids

INSTRUCTIONS TO BIDDERS

1. GENERAL REQUIREMENTS

- 1.1 Before submitting a bid, each bidder shall examine these instructions, the specifications contained herein and all pertinent CONTRACT Documents, and shall visit the SITE of the proposed WORK in order to become fully informed concerning all existing conditions and limitations which may affect execution of the WORK.
- 1.2 Should any omission or ambiguities in the drawings or specifications be discovered during the examination of the CONTRACT Documents or upon visiting the job SITE, they should be brought to the attention of the OWNER or his AUTHORIZED REPRESENTATIVE not later than seven (7) calendar days before bid opening date. All inquiries will be promptly reviewed and where necessary a clarifying written addendum will be issued and made a part of the CONTRACT Documents. By submitting a Bid, the bidder acknowledges these conditions.
- 1.3 The bidders shall familiarize themselves with the provisions of applicable laws, codes and regulations of the Federal Government, State of Arizona, local agencies and municipalities that have jurisdictions at the location of the WORK. CONTRACTOR shall comply with, and require all subcontractors to comply with, State and local CONTRACTOR's License Laws.
- 1.4 **ALL BIDS ARE TO BE MARKED:**

91st AVENUE WIDENING PROJECT

- 1.5 **CONTRACT TIME AND LIQUIDATED DAMAGES:** All WORK on this CONTRACT is to be completed within **One-Hundred Eighty (180) calendar days** following CONTRACTOR receipt of written Notice to Proceed. Liquidated damages as set forth in the CONTRACT shall apply for each calendar day beyond the end of the CONTRACT Time.

2. BID PROPOSALS

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

- 2.1 Bid proposals shall be submitted on the Bid Schedule provided herewith or an accurate copy thereof. All blanks shall be complete and numbers shall be stated both in writing and in figures. Avoid all erasures, changes or additions on the Bid Schedule since these deviations may result in the OWNER'S rejection of the bid as not being responsive to the invitation.
- 2.2 The signatures must be in longhand and executed by a principal duly authorized to make CONTRACTS. The bidder's legal name must be fully stated.
- 2.3 No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the Bidder.

- 2.4 Where materials, equipment, apparatus or other products are specified by manufacturer, brand name, type or catalog number, such designation is to establish standards of desired quality and style and shall be the basis of the bid. Should CONTRACTOR propose to furnish materials and equipment other than those specified, as permitted by the "or approved equal" clauses, he shall submit a written request as an alternate to the base bid with his proposal for any or all substitutions. Such a request shall be accompanied by complete descriptive literature (manufacturer, brand name, catalog number, etc.) and technical data for all items and shall indicate any addition or deduction to the Contract price. Where such substitutions alter the design or space requirements indicated on the plans, the CONTRACTOR shall include all items of cost for the revised design and construction including cost of all allied trades involved. Acceptance or rejection of the proposed substitutions will be made on the basis of whether or not the specifications are met and the OWNER'S best interests are served as determined by the AUTHORIZED REPRESENTATIVE and the OWNER.
- 2.5 Any bidder may withdraw his bid, either personally, by written request, or by telephone request, confirmed in writing, at any time **prior** to the scheduled closing time for receipt of bids.
- 2.6 All bids shall be submitted on the Form of Bid Proposal and delivered in sealed envelopes bearing on the outside, the name of the bidder, his address and the name of the project for which the bid is submitted. Each bid shall include a bid bond or certified check or cashier's check for ten percent (10%) of the total base bid and each bid shall be filed with the City of Tolleson, 9555 W. Van Buren, Tolleson, Arizona, 85353, on or before date and time specified. Bids will be opened and publicly read aloud. It is the sole responsibility of the bidder to deliver his bid in proper time. Any bid received after the scheduled closing time previously stated will be returned to the bidder unopened.
- 2.7 The City of Tolleson reserves the right to reject any or all bids and proposals, if any, to accept any bids or alternate proposals, to accept any or all of the Bid Additive Alternates, if any, and to waive any informality in bids received in considering the relative merits of the bids. The award of the CONTRACT, if made, will be to the lowest responsive and responsible bidder, whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation for Bids.

END OF SECTION

BID BOND

**STATUTORY BID BOND PURSUANT TO TITLE 34, CHAPTER 2,
ARTICLE 2, OF THE ARIZONA REVISED STATUTES**

(Penalty of this Bond must be at least 10% of the Bid Amount.)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), and _____
_____, a corporation organized and existing under the law of the State of _____
_____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety,
are held and firmly bound unto the City of Tolleson, State of Arizona, in the amount of _____
_____ Dollars (\$_____), for the payment whereof, the said
Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds, if the Principal shall pay the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void otherwise to remain in full force and effect.

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

Witness our hands this _____ day of _____, 20_____.

PRINCIPAL SEAL

BY:

AGENT OF RECORD

SURETY SEAL

AGENT ADDRESS

BY

NON-COLLUSION AFFIDAVIT

State of Arizona)
) ss.
County of)

_____, affiant,
the _____
(Title)

(CONTRACTOR)

the persons, corporation, or company who made the Bid Proposal for:

(project name) 91st AVENUE WIDENING PROJECT

for the CITY OF TOLLESON
(City of Tolleson)

having first duly sworn, deposes and says: That he/she is the _____
(Title)

of _____ and as such is authorized to make this affidavit; that such Bid Proposal is
(Contract/Bidder)

genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over the other Bidder.

(Title)

Subscribed and sworn before me

This _____ day of _____, 20____.

Signature of Notary Public in and for

The County of _____

State of _____

PAYMENT BOND

**STATUTORY PAYMENT BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2,
ARIZONA REVISED STATUTES**

(Penalty of this Bond must be at least 100% of the Contract Amount.)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), and _____
_____, a corporation organized and existing under the law of the State of _____
_____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety,
are held and firmly bound unto the City of Tolleson, State of Arizona (hereinafter called the Obligee), in the
amount of _____ Dollars (\$_____), for the
payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee dated the _____
_____ day of _____, 20____, for _____

_____ which Contract is hereby referred to and made a part hereof as fully to the same extent as if copied at length
herein.

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor and materials to him or his subcontractors in the prosecution of the WORK provided for in said Contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond having been required of the said Principal in order to comply with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes and all rights and remedies on this bond shall insure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Statute and Rules, to the same extent as if they were copied at length herein.

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

Witness our hands this _____ day of _____, 20_____.

PRINCIPAL SEAL

SURETY SEAL

AGENT OF RECORD

AGENT ADDRESS

PERFORMANCE BOND

**STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2,
ARIZONA REVISED STATUTES**

(Penalty of this Bond must be at least 100% of the Contract Amount.)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), and _____, a corporation organized and existing under the law of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Tolleson, State of Arizona, in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee dated the _____ day of _____, 20____, for _____

which contract is hereby referred to and made a part hereof as fully to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect. Surety agrees to pay promptly all damages, claims, and losses incurred by Obligee as a result of Principals non-performance or breach of the above referenced Contract, upon written demand by Obligee.

PROVIDED, HOWEVER, that this bond executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes and all liabilities on this bond shall be determined in accordance with the provisions of said Statute and rules, to the extent as if it were copied at length herein. This Bond is not limited as to the time in which an action may be instituted against the Surety.

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

Witness our hands this _____ day of _____, 20_____.

PRINCIPAL SEAL
BY:

AGENT OF RECORD SURETY SEAL

AGENT ADDRESS BY

GENERAL CONTRACT CONDITIONS

A. DEFINITIONS

1. The "CONTRACT" is set forth in the Proposal Form and Contract Form and includes as part of the specifications the Invitation for Bids, Instructions to Bidders, Technical Specifications, inclusive of Special Provisions, Construction Drawings, General Contract Conditions, Contract Agreement, Settlement of Claims, and Bid Schedule.
2. The "WORK" of the CONTRACTOR shall consist of furnishing all labor, materials, equipment, tools, CONTRACTOR's equipment, supplies, transportation, superintendents' services, etc., necessary for the completion of the WORK shown, indicated or noted on drawings and/or on the specifications.
3. The word "OWNER" as used in these specifications, project drawings, or in the CONTRACT, refers to the City of Tolleson, City or CITY.
4. "CONTRACTOR" as used in these specifications or in the CONTRACT means the person, firm, or corporation with whom City of Tolleson has entered into CONTRACT to provide said services.
5. The "AUTHORIZED REPRESENTATIVE" of the OWNER shall be Paul Gilmore, PE, City Engineer.

B. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

C. APPLICABLE LICENSES, LAWS, RULES AND REGULATIONS

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

D. PROTECTION OF WORK, PEOPLE AND PROPERTY

1. The CONTRACTOR shall continuously maintain adequate protection of all WORK from damage and shall protect the OWNER'S property from injury or loss arising in connection with this CONTRACT. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the CONTRACT Documents or caused by agents or employees of the OWNER, or due to causes beyond the CONTRACTOR'S control and not to his fault or negligence. He shall adequately protect adjacent property as provided by law and the CONTRACT Documents.
2. The CONTRACTOR shall take all necessary precautions for the safety of employees on the WORK SITE, including confined spaces safety, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and Engineering or Traffic codes to prevent accidents or injury to persons on, about or adjacent to the premises where the WORK is being performed.
3. The CONTRACTOR shall construct and maintain substantial fences and/or barricades around all open excavations and around walks and driveways during the time of construction, not only on public property, but also on the building SITE. The CONTRACTOR shall provide warning lights and take other safety precautions as required by ordinances and safety regulations or commonly accepted safety practices, and/or as required by the OWNER.

E. UTILITIES FOR CONSTRUCTION

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

F. SUPERVISION OF THE WORK

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

G. WORKMANSHIP

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

H. SHOP DRAWINGS, SAMPLES, AND EQUIPMENT BROCHURES

Detailed dimension shop drawings, samples, and/or equipment brochures and catalog cuts shall be submitted on all materials and equipment as required by other sections of this specification or the drawings or as specified by the OWNER. No equipment should be ordered until these shop drawings or brochures have been approved by the OWNER'S representative.

I. SITE INVESTIGATION AND REPRESENTATIONS

1. CONTRACTOR acknowledges satisfaction as to the nature and location of the WORK, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, the conformation and condition of the ground, the character and quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed preliminary to and during the progression of the WORK, and all other matters which can in any way affect the WORK or the cost thereof under this Contract. Any failure by the CONTRACTOR to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the WORK.
2. The OWNER assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the negotiation and execution of this CONTRACT, unless (1) such understanding or representations are expressly stated in the CONTRACT; and (2) the CONTRACT expressly provides that responsibility therefore is assumed by the OWNER.

J. CONTRACTOR'S RESPONSIBILITY

1. The CONTRACTOR assumes full responsibility for the safekeeping of all materials and equipment and for the protection of all unfinished WORK until final acceptance by the OWNER, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.
2. The CONTRACTOR must indemnify, defend and save harmless the OWNER for, from and against any claims filed for non-payment of CONTRACTOR'S invoices in connection with the WORK.
3. The CONTRACTOR shall be responsible for providing all construction staking and surveying needed to construct the WORK in accordance with the Plans and Specifications, and shall include such costs in his bid for the applicable items of WORK.
4. The CONTRACTOR, at the completion of the Project, shall provide to the AUTHORIZED REPRESENTATIVE of the OWNER manufacturers' equipment operation manuals and instructions; and a complete listing of all fixtures and components installed by the CONTRACTOR and his subcontractors which includes the manufacturer's name, parts number and specifications.

K. USE OF PREMISES

1. The CONTRACTOR shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the AUTHORIZED REPRESENTATIVE and shall not unreasonably encumber the premises with his materials.

2. Any damages caused to lawns, shrubs, windows, buildings, etc., shall be immediately repaired or replaced at no expense to the OWNER. The CONTRACTOR shall be responsible for the proper care and protection of all his materials, equipment, etc. They may be stored on the premises but placing of same shall be subject to the approval of the AUTHORIZED REPRESENTATIVE.
3. Access to SITE and designation of parking areas for CONTRACTOR vehicles shall be in accordance with directives of the AUTHORIZED REPRESENTATIVE.

L. OTHER CONTRACTS

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

M. CONTRACTOR'S INSURANCE

The CONTRACTOR shall provide and maintain, and cause its subcontractors to provide and maintain, insurance meeting the following minimum requirements:

1. Insurance Requirements: Concurrently with the execution of the CONTRACT, the CONTRACTOR shall furnish the City of Tolleson a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona.
2. CONTRACTOR, subcontractors and subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this CONTRACT are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.
3. The insurance requirements herein are minimum requirements for this CONTRACT and in no way limit the indemnity covenants contained in this CONTRACT.
4. The City in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this CONTRACT by the CONTRACTOR, his agents, representatives, employees, subcontractors or subconsultants and CONTRACTOR is free to purchase such additional insurance as may be determined necessary.
5. Minimum Scope and Limits of Insurance. CONTRACTOR shall provide coverage at least as broad and with limits of liability not less than those stated below. The CONTRACTOR waives all rights of subrogation under the following policies.
 - a) Commercial General Liability-Occurrence Form Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Tolleson shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR".

The policy shall contain a waiver of subrogation against the City of Tolleson.

- b) Commercial General Liability-Occurrence Form Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.
- c) Automobile Liability- Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this CONTRACT.

Combined Single Limit (CSL) \$2,000,000 (and each occurrence)

The policy shall be endorsed to include the following additional insured language: "The City of Tolleson shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR including automobiles owned, leased, hired or borrowed by the CONTRACTOR".

- d) Workers Compensation and Employers Liability:

Workers Compensation	
Employers' Liability	Statutory requirement
Each Accident	\$ 100,000
Disease-Each Employee	\$ 100,000
Disease-Policy Limit	\$ 500,000

- e) Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than \$5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

The policy shall contain a waiver of subrogation against the City of Tolleson.

6. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

- a) On insurance policies where the City of Tolleson is named as an additional insured, the City of Tolleson shall be an additional insured to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this CONTRACT.
- b) The CONTRACTOR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- c) Coverage provided by the CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this CONTRACT.

- d) Subconsultant's and Subcontractor's Insurance. CONTRACTOR's certificate(s) shall include all subcontractors as additional insured's under its policies or subcontractors shall maintain separate insurance as determined by the CONTRACTOR, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. All coverage's for subcontractors and subconsultants shall be appropriate to cover all of its work performed herein.
7. Notice of Cancellation. Each insurance policy required by the insurance provisions of this CONTRACT shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:
- Vicky Juvet, CFO
Finance Department
City of Tolleson
9555 W Van Buren Street
Tolleson, Arizona 85353
8. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed in the State of Arizona and with an A. M. Best's rating of no less than A -. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.
9. Verification of Coverage
- a) Subconsultant's and Subcontractor's Insurance. CONTRACTOR's certificate(s) shall include all subcontractors as additional insured's under its policies or subcontractors shall maintain separate insurance as determined by the CONTRACTOR, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. All coverage's for subcontractors and subconsultants shall be appropriate to cover all of its work performed herein.
- b) CONTRACTOR shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this CONTRACT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage's shall be clearly noted on the certificate of insurance.
- c) All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this CONTRACT must be in effect at or prior to the earlier of commencement of work under this CONTRACT or the signing of this CONTRACT and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this CONTRACT or to provide evidence of renewal is a material breach of CONTRACT.
- d) All certificates of insurance required by this CONTRACT shall be sent directly to the City of Tolleson, Manager, Construction & Procurement. The CONTRACT number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this CONTRACT, at any time.
10. Approval. Any modification or variation from the insurance requirements in this CONTRACT shall be approved by the City, whose decision shall be final.

11. Liability Notwithstanding Insurance: Approval, disapproval or failure to act by OWNER regarding any insurance supplied by CONTRACTOR or its Subcontractors shall not relieve the CONTRACTOR of full responsibility or liability for damages, errors, omissions or accidents as set forth in this CONTRACT. Neither the bankruptcy or insolvency of CONTRACTOR's insurer nor any denial of liability by CONTRACTOR's insurer shall exonerate CONTRACTOR from the liability or responsibility of CONTRACTOR set forth in this CONTRACT.
12. The CONTRACTOR shall furnish The City of Tolleson with a Certificate of Insurance as required by this section prior to issuance of a Notice to Proceed.
13. Each of the Certificates of Insurance shall contain a clause substantially in the following words:

“It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof be reduced until ten (10) working days after receipt by the City of a written notice of such cancellation or reduction in coverage, as evidenced by receipt of a registered letter.”
14. Such insurance coverage obtained by the CONTRACTOR, other than workmen's Compensation Coverage, shall name the City, the City Engineer, the Design Engineer, and their directors, officers, principals, agents, attorneys, and employees as Additional Insured.
15. Indemnification Clause – To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or action in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

N. NONDISCRIMINATION OF LABOR

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

O. SALES AND USE TAX

All applicable sales, use and other taxes shall be included in the Bid Amount. The CONTRACTOR agrees to comply with and to require all of his subcontractors to comply with all applicable provisions of the Arizona

and Tolleson Transaction Privilege Tax Law and Compensating Use Tax Law and all amendments to same. The CONTRACTOR further agrees to indemnify, defend and save harmless the City of Tolleson for, from, and against any and all claims and demand made against it by virtue of the failure of the CONTRACTOR or any subcontractor to comply with the provisions of any or all said laws and amendments.

P. CHANGES IN WORK

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

Q. OWNER'S RIGHT TO CARRY OUT THE WORK

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

R. TIME FOR COMPLETION AND LIQUIDATION DAMAGES

1. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning, rate of progress, and the time for completion of the WORK be done hereunder, are **Essential Conditions** of this CONTRACT, and it is further mutually understood and agreed that the WORK embraced in this CONTRACT shall be commenced on the date of "Notice to Proceed." The CONTRACTOR agrees that said WORK shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time stated in the Bid. He also shall consider that the OWNER needs the complete use of the facilities as quickly as possible.
2. In the event that the CONTRACTOR shall neglect, fail or refuse to complete the WORK within the time specified, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this CONTRACT that the amount of the damages to the OWNER are unable to be quantified, and as such, CONTRACTOR shall pay to the OWNER such amounts as are specified elsewhere in CONTRACT, not as a penalty, but as liquidated damages for such breach of CONTRACT hereinafter set forth for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT for completing the WORK. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages the OWNER would in such event sustain.

S. REMOVAL OF RUBBISH AND FINAL CLEAN-UP

The CONTRACTOR shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by his employees or WORK. No burning of trash or debris will be permitted on the SITE. The CONTRACTOR is responsible for locating SITES and making arrangements for disposal of all materials removed from the SITE. Upon completion of the WORK under his CONTRACT, the CONTRACTOR shall remove all temporary structures, superfluous and waste materials of whatever kind both within buildings and around the SITE generally. The CONTRACTOR shall leave improvements in a "broom clean" condition and shall be responsible for the removal of all stains, paint spots, and accumulated debris, dirt or dust caused by both his operation and those of his subcontractors. See Section 01560 of the Project Manual for additional requirements.

T. GUARANTEE-WARRANTY

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

U. FINAL INSPECTION, ACCEPTANCE AND PAYMENT

1. The CONTRACTOR shall call for a final inspection of the WORK only after he has determined that all items of WORK have been completed in accordance with the CONTRACT plans and specifications.
2. When the project WORK is deemed substantially complete and suitable for occupancy and/or use by the OWNER, a Certificate of Substantial Completion will be issued establishing the warranty period start date.
3. Applications for final payment will not be accepted and processed until the OWNER'S AUTHORIZED REPRESENTATIVE is satisfied that the WORK is satisfactorily completed, including "punch list" items; and that all manuals, documents, guarantees and "as built" drawings have been received.
4. The CONTRACTOR, when applying for partial payment of the CONTRACT amount, shall submit a schedule of values of the various parts of the WORK and clearly indicate the percentage completion of the various parts, all in substantiation to the total payment for which application is being made.
5. In making partial or progress payments, there shall be a portion of the partial or progress payments retained by the OWNER in compliance with Arizona Revised Statutes Section 34-221.

END OF GENERAL CONDITIONS

**CITY OF TOLLESON
CONTRACT AGREEMENT**

THIS AGREEMENT made as of the _____ day of _____ in the year of Two Thousand Eighteen between:

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

and the CONTRACTOR:

Name: _____

Address: _____

Phone: _____

the PROJECT: 91st AVENUE WIDENING PROJECT

the OWNER and the CONTRACTOR agree as set forth below.

**ARTICLE I
THE CONTRACT DOCUMENTS**

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

Invitation for Bids
Instructions to Bidders
Technical Specifications, inclusive of Special Provisions
Construction Drawings: Sheets 1 through 93
Cross Sections: Sheets 1 through 42
General Contract Conditions
Contract Agreement
Settlement of Claims
Bid Schedule (Base Bid and Bid Alternatives 1 through 8)

**ARTICLE II
THE WORK**

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

Asphalt pavement removal, earthwork, asphalt paving, concrete curb and gutter, sidewalks/ramps, driveways, multi-use path, traffic signals, pedestrian and street lights, ITS, signing and pavement

marking, landscape/irrigation, walls, aesthetic treatments, hardscape elements, storm drain, catch basins, and utility adjustments, and as called for on the Project plans and CONTRACT Documents.

ARTICLE III
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- A. The WORK to be performed under this CONTRACT shall be commenced in accordance with "B" below and, subject to authorized adjustments. Substantial Completion shall be achieved not later than the date indicated on the "Notice to Proceed".
- B. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning, rate of progress, and the time for completion of the WORK to be done hereunder, are ESSENTIAL CONDITIONS of this CONTRACT, and it is further mutually understood and agreed that the WORK embraced in this CONTRACT shall be commenced on the date of "NOTICE TO PROCEED". The CONTRACTOR agrees that said WORK shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the CONTRACT TIME stated in the Instructions to Bidders. He also shall consider that the OWNER needs the complete use of these facilities as quickly as possible.
- C. In the event that the CONTRACTOR shall neglect, fail or refuse to complete the WORK within the time specified, then the CONTRACTOR does hereby agree, as part consideration for the awarding of this CONTRACT, to pay to the OWNER a sum of \$1,070.00 per day, not as a penalty, but as liquidated damages for such breach of CONTRACT as hereinafter set forth for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT for completing the WORK. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages the OWNER would in such event sustain.

ARTICLE IV
CONTRACT SUM

The OWNER shall pay the CONTRACTOR the CONTRACT Sum of \$_____, subject to such additions and deductions as may be approved by Change Order.

The CONTRACT Sum is determined by the CONTRACTOR'S accepted sealed bid amount.

ARTICLE V
PROGRESS PAYMENTS

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

ARTICLE VI
FINAL PAYMENT

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

ARTICLE VII
MISCELLANEOUS PROVISIONS

- A. CONTRACTOR has familiarized himself with the nature and extent of the CONTRACT Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.
- B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the SITE or otherwise affecting cost, progress or performance of the WORK which were relied upon by the Consultant in the preparation of the Drawings and Specifications and which have been identified in the Special Provisions.
- C. CONTRACTOR has made or caused to be made, examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article I as he deems necessary for the performance of the WORK at the CONTRACT Price, within the CONTRACT Time and in accordance with the other terms and conditions of the CONTRACT Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- D. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the CONTRACT Documents.
- E. CONTRACTOR has given AUTHORIZED REPRESENTATIVE written notice of all conflicts, errors or discrepancies that he has discovered in the CONTRACT Documents and the written resolution thereof by the AUTHORIZED REPRESENTATIVE is acceptable to CONTRACTOR.
- F. Terms used in the AGREEMENT which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
- G. No assignment by a party hereto of any rights under or interest in the CONTRACT Documents will be binding on another party hereto without the written consent of the other party to this CONTRACT (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the CONTRACT Documents.
- H. OWNER and CONTRACTOR each binds himself, his partners, successors, assignees and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the CONTRACT Documents.
- I. The right is reserved by the OWNER to terminate, indefinitely postpone WORK or abandon the Project. This CONTRACT may be terminated by giving written notice to the CONTRACTOR at least twenty-four (24) hours prior to the effective date of termination. In the event of such termination, the OWNER shall be liable to the CONTRACTOR only to the extent as provided by this CONTRACT for materials supplied and WORK completed prior to the effective date of termination.
- J. In the performance of this CONTRACT, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or handicap. The CONTRACTOR further agrees to insert this provision in all subcontracts hereunder.

- K. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or action in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.
- L. The CONTRACTOR agrees to provide insurance as required and specified in the General CONTRACT Conditions.
- M. This CONTRACT is governed by the laws of the State of Arizona. The CONTRACT, including all CONTRACT Documents, may be cancelled pursuant to the provisions of Section 38-511 of the Arizona Revised Statutes.
- N. E-verify requirements: To the extent applicable under ARIZ. REV. STAT. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). CONTRACTOR's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this and may result in the termination of this CONTRACT by the City of Tolleson.
- O. Records and Audit Rights: To ensure that the CONTRACTOR and its subcontractors are complying with the warranty and certification above, CONTRACTOR's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any CONTRACTOR and its subcontractors' employees who perform any work or services pursuant to this CONTRACT (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on CONTRACTOR's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this CONTRACT and (B) evaluation of the CONTRACTOR's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Paragraph N above. To the extent necessary for the City to audit Records as set forth in this subsection, CONTRACTOR and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this CONTRACT for the duration of the work and until three years after the date of final payment by the City to CONTRACTOR pursuant to this CONTRACT. CONTRACTOR and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give CONTRACTOR or its subcontractors reasonable advance notice of intended audits. CONTRACTOR shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this CONTRACT.

IN WITNESS WHEREOF the parties hereto have executed this CONTRACT in triplicate as of the day and year first herein written.

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

PHONE: _____

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

BY: _____

TITLE: _____

DATE: _____

ATTESTED TO

BY: _____

DATE: _____

**CONTRACTOR'S AFFIDAVIT
SETTLEMENT OF CLAIMS**

DATE: _____ PROJECT NAME: **91st AVENUE WIDENING PROJECT**

TO: THE CITY OF TOLLESON

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment, and labor used in connection with the construction of the above, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ _____, as set forth in the final pay estimate, as full and complete payment under the terms of the CONTRACT, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of this project. The undersigned further agrees to indemnify and hold harmless the City of Tolleson against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which the City of Tolleson may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed at _____, this ____ day of _____, 20____.

(CONTRACTOR)

BY: _____
ITS: _____

(ACKNOWLEDGEMENT)

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was subscribed and sworn to before me this ____ day of _____ 20____.

Notary Public

Seal and Expiration Date:

END OF CONTRACT AGREEMENT

DO NOT DETACH AND SUBMIT SEPARATE FROM OTHER BID DOCUMENTS

**CITY OF TOLLESON
91st AVENUE WIDENING PROJECT**

BID PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

Bidder agrees that the City has determined that a reasonable time for substantial completion of the WORK is **One-Hundred Eighty (180)** calendar days. The Bidder agrees that this proposal is submitted on this basis, subject to provisions contained in the CONTRACT Documents relating to extensions of time, and agrees to plan and prosecute the WORK with such diligence that the WORK shall be completed within the time specified. Final Completion shall be 30 days after Substantial Completion.

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

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

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

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

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

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

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

The undersigned Bidder acknowledges receipt of the following addendum:

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

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

License Number _____ Class _____

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

Individual Contractor Name: _____

Address: _____

Partnership Name: _____

Business Address: _____

By: _____, Partner

Other Partners: _____

Corporation Name: _____

Business Address: _____

By: _____, President

_____, Secretary

Organized under the Laws of the State of _____

Date: _____

SEAL

Phone Number: _____

(If Bidder is a corporation)

BID SCHEDULE
CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT
Bid Opening: Wednesday, February 7, 2018 – 3:00 p.m.

CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT

BASE BID					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
GENERAL CONDITIONS					
1	Allowance for Extra Work	LS	1	\$ 150,00.00	\$ 150,000.00
2	Construction Survey, Layout, & Record Drawings	LS	1		
3	Quality Control	LS	1		
4	AZPDES / Storm Water Pollution & Prevention Plan	LS	1		
5	Mobilization	LS	1		
6	Traffic Control	LS	1		
7	Off-Duty Uniformed Officer	HR	120		
REMOVALS & RELOCATIONS					
8	Remove Tree, Backfill & Compact Void	EA	73		
9	Mill 2" AC Pavement	SY	501		
10	Sawcut AC Pavement, Full Depth	LF	4,703		
11	Remove AC Pavement, Full Depth	SY	3,398		
12	Remove Concrete Curb & Gutter To Nearest Joint	LF	3,901		
13	Remove Concrete Curb To Nearest Joint	LF	2,188		
14	Remove Concrete Slab To Nearest Joint	SF	39,812		
15	Remove Concrete Pavers	SF	1,526		
16	Remove Fire Hydrant	EA	1		
17	Remove 6" Water Main	LF	13		

**CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT**

BASE BID (CONTINUED)					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
REMOVALS & RELOCATIONS (CONTINUED)					
18	Remove Bollard, Backfill & Compact Void	EA	8		
19	Relocate Electric Meter	EA	1		
20	Remove Monument Sign Backfill & Compact Void	EA	1		
21	Remove Curb Stop, Flushing Pipe, & Water Meter Box	EA	1		
22	Remove Chain Link Fence	LF	248		
23	Remove Metal Handrail	LF	126		
24	Remove 18" RGRCP Storm Drain	LF	20		
25	Remove 24" RGRCP Storm Drain	LF	364		
26	Remove Abandoned 6" ACP Water Main	LF	10		
27	Remove Abandoned 8" ACP Water Main	LF	1,324		
28	Remove Abandoned 12" Sewer	LF	20		
29	Abandon Drywell	EA	1		
30	Remove Headwall	EA	1		
31	Remove Concrete-Lined Ditch	LF	1,933		
32	Remove Storm Drain Manhole	EA	1		
33	Remove Concrete Catch Basin	EA	2		
34	Remove Traffic Sign Assembly, Post & Foundation	EA	20		
35	Obliterate Pavement Markings	LS	1		
36	Relocate Radar Speed Sign & Post	EA	1		
37	Remove 2-27" Storm Drain Culverts	LF	283		
38	Remove & Salvage Pedestrian Light to COT	EA	1		
39	Remove & Salvage Light Fixture to COT	EA	21		
40	Relocate Street Light	EA	2		

**CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT**

BASE BID (CONTINUED)					
ITEM NO.	DESCRIPTION	UNITS	QUANTIT Y	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
ROADWAY IMPROVEMENTS					
41	Subgrade Preparation	SY	11,673		
42	Pavement Section No 1 (6.5" AC on 4" AC)	SY	10,414		
43	Pavement Section No 2 (2" Mill & Fill)	SY	501		
44	Pavement Section No 3 (9" PCCP)	SF	1,259		
45	Pavement Section No 4 (Microseal, Type II)	SY	16,471		
46	Concrete Vertical Curb & Gutter (MAG Std Det 220-1, Type A)	LF	3,583		
47	Concrete Vertical Curb & Gutter (ADOT Std Det C-05.10, Type D)	LF	104		
48	Concrete Single Curb (MAG Std Det 222, Type A)	LF	383		
49	Concrete Single Curb (ADOT Std Det C-05.10, Type A)	LF	643		
50	Concrete Roll Curb (MAG Std Det 220-1, Type C)	LF	26		
51	Concrete Multi-Use Path (MAG Std Det 230)	SF	26,861		
52	Concrete Sidewalk (MAG Std Det 230)	SF	1,213		
53	Concrete Sidewalk Ramp, Single (Det P7, Dwg PD2)	SF	3,035		
54	Concrete Sidewalk Ramp, Dual (MAG Std Det 237-2)	SF	2,558		
55	Concrete Sidewalk Ramp, Mid-Block (MAG Std Det 235-4, Type D)	SF	234		
56	Concrete Sidewalk Ramp, Mid-Block (MAG Std Det 235-5, Type E)	SF	110		
57	Concrete Median Nose Transition (MAG Std Det 223)	SF	14		
58	Concrete Commercial Driveway (MAG Std Det 251)	SF	3,470		
59	Concrete Valley Gutter (MAG Std Det 240)	SF	672		
60	Concrete Alley Entrance (MAG Std Det 260, Type A)	SF	206		
61	Concrete Single Curb (MAG Std Det 222, Type B)	LF	70		
62	Concrete Header Curb (Det P4, Dwg PD1)	LF	628		

**CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT**

BASE BID (CONTINUED)					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
ROADWAY IMPROVEMENTS (CONTINUED)					
63	Adjust Sanitary Sewer Manhole Frame & Cover (MAG Std Det 422)	EA	15		
64	Adjust Storm Drain Manhole Frame & Cover (MAG Std Det 422)	EA	3		
65	Adjust Water Valve Box, Frame & Cover (MAG Std Det 391-1, Type A)	EA	10		
66	Safety Curb (MAG Std Det 150, Type A)	EA	8		
67	Bus Shelter (Det P8, DWG PD3)	EA	5		
68	Bollard (MAG Std Det 140, Type 1)	EA	4		
69	12" Water Main, DIP Class 350 W/ Polywrap	LF	17		
70	2" Curb Stop W/ Flushing Pipe (MAG Std Det 390, Type A)	EA	1		
71	Fire Hydrant Assembly (MAG Std Det 360 & 362)	EA	1		
72	6" Water Main, DIP Class 350 W/ Polywrap	LF	7		
73	6" Vertical Water Main Realignment (MAG Std Det 370)	LF	20		
74	1.5" Water Service & Water Meter Box (MAG Std Det 320)	EA	1		
75	Remove and Replace Water Service (COP Std Det 1342)	LF	65		
76	12" PVC Sewer SDR 26 Backfill & Pipe Zone (MAG Std Det 200-2)	LF	27		
77	12" Sanitary Sewer Plug & Stub Marker (Det P5, Dwg PD1)	EA	1		
DRAINAGE IMPROVEMENTS					
78	Concrete Catch Basin (COP Std Det P-1569, L=6')	EA	6		
79	Concrete Catch Basin (COP Std Det P-1569, L=17')	EA	1		
80	Concrete Storm Drain Manhole (MAG Std Det 520 & 522)	EA	8		
81	Concrete Storm Drain Offset Manhole (Mag Std Det 421, 424-2, Det 2, DWG DD1)	EA	4		
82	Concrete Encasement (MAG Std Det 404)	LF	66		

**CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT**

BASE BID (CONTINUED)					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
DRAINAGE IMPROVEMENTS (CONTINUED)					
83	12" Class IV RGRCP Storm Drain	LF	20		
84	18" Class IV RGRCP Storm Drain	LF	110		
85	24" Class IV RGRCP Storm Drain	LF	2,063		
86	Pipe Plug (MAG Std Det 427)	EA	2		
AESTHETICS, LANDSCAPE & IRRIGATION					
87	Crosswalk Unit Pavers (3 1/8" Pavers On Sand w/ Concrete Base)	SF	4,434		
88	12" Thick x 8" Depth Reinforced Concrete Banding At Crosswalk Pavers	LF	839		
89	Raised Median Pavers	SF	532		
90	Pedestrian Pavers At Bus Shelters	SF	2,214		
91	Litter Receptacle	EA	3		
92	Custom Bench With Fuego Stone Façade, Concrete Cap, Columns @ Each End & Skate Stop	EA	10		
93	Tree (36" Box)	EA	69		
94	Shrubs And Accents (5 Gal)	EA	1,616		
95	Shrub (1 Gal)	EA	699		
96	Landscape Restoration (At Private Property Edges) (DG)	LS	1		
97	Decomposed Granite (1" Screened)	SF	52,640		
98	Landscape Irrigation System Removal & Restoration (At Private Property Edges)	LS	1		
99	Relocate Existing 1 1/2" Irrigation Backflow Preventer w/ Enclosure (4" Concrete Pad)	LS	1		
100	Relocate Existing Irrigation Controller w/ Stainless Pedestal (Dx42-Sped 42 Stations) (4" Concrete Pad)	LS	1		
101	1 1/2" Master Valve	EA	1		

**CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT**

BASE BID (CONTINUED)					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
AESTHETICS, LANDSCAPE & IRRIGATION (CONTINUED)					
102	1 1/2" Flow Sensor	EA	1		
103	2" Isolation Ball Valve Assembly	EA	6		
104	1 1/4" Isolation Ball Valve Assembly	EA	6		
105	1" Isolation Ball Valve Assembly	EA	7		
106	1" Quick Coupler Assembly	EA	2		
107	1" Drip Remote Control Valve Assembly	EA	12		
108	Multi-Outlet Emitter Assembly	EA	229		
109	Single-Outlet Emitter Assembly	EA	2,219		
110	2" Schedule 40 PVC Pipe- Solvent Weld	LF	624		
111	1 1/2" Schedule 40 PVC Pipe- Solvent Weld	LF	798		
112	1 1/4" Schedule 40 PVC Pipe- Solvent Weld	LF	1,405		
113	1" Schedule 40 PVC Pipe- Solvent Weld	LF	902		
114	3/4" Schedule 40 PVC Pipe- Solvent Weld	LF	15,656		
115	6" Schedule 40 PVC Pipe Sleeve	LF	134		
116	4" Schedule 40 PVC Pipe Sleeve	LF	255		
117	3" Schedule 40 PVC Pipe Sleeve	LF	1,327		
118	1" Schedule 40 PVC 24V Wire Conduit Sleeve	LF	577		
119	Existing Tree Protection	LS	1		
WALLS & GATES					
120	Existing Wall N Of Polk, S Of Taylor, West Side Of Street Remove Existing Cap & Grout Rounded Cap	LF	260		

**CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT**

BASE BID (CONTINUED)					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
WALLS & GATES					
121	Wall 'A' Aesthetic Treatment (Existing Stucco Wall With Brick Column & Cap, & Tolsun Farms Lettering) - 2" Concrete Cap, 4" Concrete Cap @ Columns, Stone Veneer, Repair And Repaint Stucco, Tolsun Farms Lettering	LF	40		
122	Wall 'B' Aesthetic Treatment (North Of Taylor Street And 91st Ave, East Side, Stucco Wall With Brick Pilasters)-2" Concrete Cap @ Monument, 4" Concrete Cap @ Columns, Stone Veneer, Repair And Repaint Stucco, Tolsun Farms Lettering	LF	585		
123	Wall 'D' Aesthetic Treatment (Monument North Of Lillian Lane And 91st Ave, East Side)-Remove, Repaint, And Re-Install Tolsun Farms Lettering W/ Spacers	EA	1		
124	Wall 'E' Aesthetic Treatment (North Of Lillian Lane And 91st Ave, East Side, Existing 3'+/- CMU Split Face Wall)- Add CMU Wall Courses To Match 6' Wall Height, Match Existing CMU Block	LF	616		
125	Wall 'F' Aesthetic Treatment (South Of Christa Way And 91st Ave, East Side, Existing 6' Painted White CMU Wall)- Stone Veneer And 4" Concrete Cap @ (2) End Columns, Stucco And Paint	LF	79		
126	Wall 'G' Aesthetic Treatment (North Of Christa Wall & 91st Ave, East Side, Existing Gray CMU Wall) - Stucco And Paint Wall. Add Veneer To Existing Mailbox, Add Decorative Columns W/ Stone Veneer & 4" Concrete Cap As Noted	LF	243		

**CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT**

BASE BID (CONTINUED)					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
WALLS & GATES (CONTINUED)					
127	New Tolsun Farms Lettering (To Match Existing Font) @ Northeast Corner Of Christa Way Note: New Updated Font Shall Be Used If Bid Alternate #5 Is Utilized	EA	1		
128	New Tolsun Farms Freestanding Monument @ SE Corner Of Christa Way & 91st Ave	EA	1		
129	SRP Box Enhancement With Stone Veneer (North Of Christa Wall & 91st Ave, East Side)	EA	1		
130	Headwall Aesthetic Treatment	EA	2		
131	6' CMU Screen Wall (West Side)	LF	684		
132	3' CMU Screen Wall (West Side)	LF	580		
133	6' Dooley Wall (West Side)	LF	48		
134	3' CMU Screen Wall W/ View Fence (West Side)	LF	38		
135	Rolling Gate, Tubular Steel	LF	10		
136	Single Swing Gate, Tubular Steel	LF	3		
137	Double Swing Gate, Wrought Iron W/ Wood Inserts	LF	12		
138	7' CMU Wall W/Fuego Stone & Stucco Fascia (East Side)	LF	120		
139	6' CMU Wall W/Fuego Stone & Stucco Fascia (East Side)	LF	246		
SIGNING & MARKING					
140	Permanent Traffic Paint (White, 4" Equivalent)	LF	11,230		
141	Permanent Traffic Paint (Yellow, 4" Equivalent)	LF	13,060		
142	Thermoplastic Traffic Paint (White, 4" Equivalent)	LF	11,224		
143	Thermoplastic Traffic Paint (Yellow, 4" Equivalent)	LF	13,054		
144	Pavement Legend	EA	5		
145	Pavement Symbol	EA	19		

**CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT**

BASE BID (CONTINUED)					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
SIGNING & MARKING (CONTINUED)					
146	Thermoplastic Pavement Legend	EA	5		
147	Thermoplastic Pavement Symbol	EA	9		
148	Raised Median Curb Markings	EA	1		
149	Raised Pavement Marker (Type D)	EA	151		
150	Raised Pavement Marker (Type G)	EA	273		
151	Raised Pavement Marker (Blue)	EA	2		
152	Traffic Sign Post & Foundation	EA	21		
153	Traffic Sign Panel	SF	245		
TRAFFIC SIGNALS					
154	Remove & Salvage Traffic Signal & Equipment	LS	1		
155	Relocate Traffic Signal Equipment	LS	1		
156	Refurbish Existing Traffic Signal Poles	LS	1		
157	Conduit, PVC, SCH 80, 2"	LF	250		
158	Conduit, PVC, SCH 80, 3" (Trench)	LF	490		
159	Conduit, PVC, SCH 80, 3" (Directional Drill)	LF	760		
160	Pull Box, #7 w/ Extension	EA	6		
161	Traffic Signal Foundation Type PB	EA	12		
162	Traffic Signal Foundation, Trombone	EA	7		
163	Traffic Signal Foundation, Type A	EA	1		
164	Video Detection System, 4 Camera	EA	2		
165	Video Detection Camera	EA	1		
166	Traffic Signal Pole, Trombone, Type R, Cocoa Brown	EA	4		
167	Traffic Signal Pole, Type A, Cocoa Brown	EA	1		
168	Traffic Signal Pole, Type PB, Cocoa Brown	EA	12		

**CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT**

BASE BID (CONTINUED)					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
TRAFFIC SIGNALS (CONTINUED)					
169	Signal Mast Arm, Trombone, 35 Feet	EA	1		
170	Signal Mast Arm, Trombone, 40 Feet	EA	1		
171	Signal Mast Arm, Trombone, 50 Feet	EA	2		
172	Signal Mast Arm, Trombone, 55 Feet	EA	2		
173	Luminaire Mast Arm, Trombone, 15 Feet	EA	6		
174	Traffic Signal Controller and Cabinet	EA	1		
175	Signal Head, Type F	EA	15		
176	Signal Head, Type Q	EA	7		
177	Signal Head, Type Q (Right Turn)	EA	1		
178	Signal Head, Type Q2	EA	6		
179	Pedestrian Indication M/H with Countdown	EA	9		
180	Pedestrian Push Button	EA	13		
181	Signal Mounting Assembly, Type V	EA	8		
182	Signal Mounting Assembly, Type VII	EA	5		
183	Signal Mounting Assembly, Type XI	EA	6		
184	Luminaire, GE Evolve ERL2	EA	12		
185	Traffic Signal Conductors and Cables	LS	1		
186	Emergency Pre-Emption Unit	EA	1		
187	Internally Illuminated Street Name Signs	EA	4		
STREET LIGHTING					
188	Tapered Steel Pole & Foundation for Combination Street Light & Pedestrian Light	EA	18		
189	Relocate Pedestrian Pole	EA	29		
190	Tapered Steel Pole & Foundation for Street Light	EA	5		

**CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT**

BASE BID (CONTINUED)					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
STREET LIGHTING (CONTINUED)					
191	LED Light Fixture	EA	24		
192	Directional Boring	LF	1,270		
193	2" Conduit (Trench per Plans)	LF	11,134		
194	2.5" Conduit (Trench per Plans)	LF	4,584		
195	Conductor (No. 12)	LF	12,995		
196	Conductor (No. 10)	LF	5,230		
197	Conductor (No. 8)	LF	6,160		
198	Conductor (No. 6)	LF	3,190		
199	Conductor (No. 4)	LF	3,795		
200	Conductor (Insulated Bond)	LF	3,625		
201	No 5 Pullbox	EA	65		
202	No 7 Pullbox	EA	3		
Total Amount of Base Bid in Numbers (Items 1-202)					
Total Amount of Base Bid in Words:					

**CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT**

BID ALTERNATIVE 1					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
203	All Stone New Tolsun Farms Freestanding Monument (Upgrade From Base Bid - SE Corner At Christa Way And New Monument At SE Corner At Lillian Lane, Remove Existing Tolsun Farms Lettering On Gate)	LS	1		
Total Amount of Bid Alternative 1 in Numbers (Item 203)					
Total Amount of Bid Alternative 1 in Words:					

BID ALTERNATIVE 2					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
204	Wall 'A' Aesthetic Treatment (Existing Stucco Wall With Column & Cap, & Tolsun Farms Lettering)- 2" Th Concrete Cap, 4" Th Concrete Cap @ Column, Stone Veneer, New Tolsun Farms Lettering	LS	1		
Total Amount of Bid Alternative 2 in Numbers (Item 204)					
Total Amount of Bid Alternative 2 in Words:					

BID ALTERNATIVE 3					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
205	Wall 'B' Aesthetic Treatment (North Of Taylor Street And 91st Ave, East Side, Stucco Wall With Brick Pilasters)-2" Th Concrete Cap @ Monument, 4" Concrete Cap @ Columns, Stone Veneer, New Tolsun Farms Lettering	LS	1		
Total Amount of Bid Alternative 3 in Numbers (Item 205)					
Total Amount of Bid Alternative 3 in Words:					

**CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT**

BID ALTERNATIVE 4					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
206	Wall 'D' Aesthetic Treatment (Monument North Of Lillian Lane And 91st Ave, East Side)-Upgrade Lettering From Base Bid - Lettering To Match Bid Alternate 1	LS	1		
Total Amount of Bid Alternative 4 in Numbers (Item 206)					
Total Amount of Bid Alternative 4 in Words:					

BID ALTERNATIVE 5					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
207	Wall 'G' Aesthetic Treatment (Upgrade Lettering From Base Bid At NE Corner Christa Way - Lettering To Match Bid Alternate 1)	LS	1		
Total Amount of Bid Alternative 5 in Numbers (Item 207)					
Total Amount of Bid Alternative 5 in Words:					

BID ALTERNATIVE 6					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
208	Aesthetic Treatment (NE And NW Corners Of Lizanne Way And Van Buren) 2" Th Concrete Cap @ Monument, 4" Concrete Cap @ Columns, Stone Veneer, New Tolsun Farms Lettering	LS	1		
Total Amount of Bid Alternative 6 in Numbers (Item 208)					
Total Amount of Bid Alternative 6 in Words:					

**CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT**

BID ALTERNATIVE 7					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
209	Lighting Receptacle	EA	102		
Total Amount of Bid Alternative 7 in Numbers (Item 209)					
Total Amount of Bid Alternative 7 in Words:					

BID ALTERNATIVE 8 (HAWK SIGNAL)					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
210	Traffic Sign Panel	SF	58		
211	Conduit, PVC, SCH 80, 2"	LF	40		
212	Conduit, PVC, SCH 80, 2.5"	LF	50		
213	Conduit, PVC, SCH 80, 3" (Trench)	LF	40		
214	Conduit, PVC, SCH 80, 3" (Directional Drill)	LF	100		
215	Pull Box, #7	EA	1		
216	Pull Box, #7 w/ Extension	EA	1		
217	Traffic Signal Foundation Type Q	EA	2		
218	Traffic Signal Foundation Type PB	EA	2		
219	Traffic Signal Pole, Type Q, Cocoa Brown	EA	2		
220	Traffic Signal Pole, Type PB, Cocoa Brown	EA	2		
221	Signal Mast Arm, 30 Feet	EA	2		
222	Luminaire Mast Arm, 15 Feet	EA	2		
223	Traffic Signal Controller and Cabinet	EA	1		
224	Meter Pedestal	EA	1		
225	Signal Head, Type T	EA	6		
226	Pedestrian Indication M/H with Countdown	EA	2		
227	Pedestrian Push Button	EA	2		
228	Signal Mounting Assembly, Type II	EA	4		

**CITY OF TOLLESON
91ST AVENUE WIDENING PROJECT**

BID ALTERNATIVE 8 (HAWK SIGNAL) (CONTINUED)					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
229	Signal Mounting Assembly, Type V	EA	2		
230	Signal Mounting Assembly, Type XI	EA	2		
231	Luminaire, GE Evolve ERL2	EA	2		
232	Traffic Signal Conductors and Cables	LS	1		
Total Amount of Bid Alternative 8 in Numbers (Items 210-232)					
Total Amount of Bid Alternative 8 in Words:					

SUBCONTRACTOR LISTING

The following is a listing of material suppliers and/or subcontractors, which will be used by CONTRACTOR in the event the undersigned enters into a Contract with the City. No changes of the subcontractors and material suppliers named herein shall be made without the prior written approval of the City.

_____ (Signature)

END OF BID PROPOSAL