



# CITY OF GOODYEAR

## Offer and Acceptance CONTRACT NO. CON-17-3818

Office of Procurement  
190 N. Litchfield Road  
P.O. Box 5100  
Goodyear, AZ 85338  
Phone: 623-882-7845

DESCRIPTION OF SERVICES: Goodyear Boulevard Improvements – Phase II Yuma Road to Estrella Parkway

### OFFER

To the City of Goodyear: The undersigned Contractor hereby offers and agrees to furnish the Services and/or material(s) in compliance with this Contract, as the term Contract is defined in this document.

**By signing and submitting this Offer, Contractor certifies and warrants that Contractor:** has read, understands and agrees to comply with the Contract as defined here; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract; v) pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

Arizona Transaction (Sales): 07-468584B

Arizona Contractor License Number: 100380A

Privilege Tax License # 86-0744516

City of Goodyear Business Registration No.: 16-00006713

For clarification of this offer contact:

Name: Michael R. Steg

Telephone: (602) 237-4029

E-Mail Address: mstega@combsaz.com

Combs Construction Company, Inc.

Company Name

PO Box 10789

Address

Glendale

City

AZ

State

85318

Zip Code

Sign: M

Authorized Signature for Offer

Michael R. Steg

Printed Name

Vice President

Title

12/15/16

Date

### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Goodyear Use Only)

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the materials and/or services as specified in Scope of Work of this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed purchase order or written notice to proceed.

City Manager, City of Goodyear (if applicable)

Attested by:

Maureen Scott, City Clerk

City Seal

Official File

City of Goodyear, Arizona. Eff. Date: \_\_\_\_\_

Awarded on \_\_\_\_\_

Approved as to form:

Roric Massey, City Attorney

Jacque Behrens, CPPB, Procurement Manager

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

Bond No. N/A

KNOW ALL MEN BY THESE PRESENTS, that we Combs Construction Company, Inc.

as Principal, hereinafter called the Principal, and Western Surety Company

a corporation duly organized under the laws of the State of City of Goodyear  
as Surety, hereinafter called the Surety, are held and firmly bound unto

Goodyear Boulevard Improvements - Phase II Yuma Rd - Estrella Parkway CON-17-3818  
as Oblige, hereinafter called the Oblige, in the sum of 10% of the bid amount

Dollars (\$ 10% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves  
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

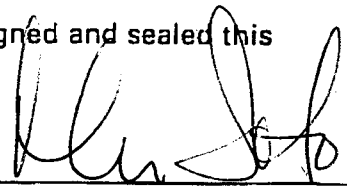
WHEREAS, the Principal has submitted a bid for

Goodyear Boulevard Improvements - Phase II Yuma Rd - Estrella Parkway CON-17-3818

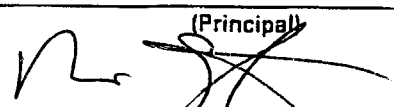
NOW, THEREFORE, If the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful 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 such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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.

Signed and sealed this 6th

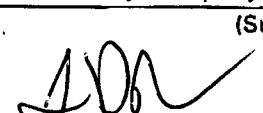
day of December 2016

  
(Witness)

Combs Construction Company, Inc.

BY  (Principal) (Seal)  
(Title)

Western Surety Company

BY  (Surety) (Seal)

John D. Schnulo (Title) Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John Dennis Schnulo Jr, Individually**

of Chandler, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof,** WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of May, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 18th day of May, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of December, 2016.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



## NOTICE OF INTENT TO AWARD

Solicitation No. 17-3818

Title: Goodyear Boulevard Improvements –  
Phase II Yuma Road to Estrella Parkway

Post Date: January 5, 2017

Office of Procurement  
190 N. Litchfield Road  
P.O. Box 5100  
Goodyear, AZ 85338  
Phone: 623-882-7845

### AWARD RECOMMENDATION SUMMARY

The City of Goodyear is recommending a contract award to the following vendor listed below:

Combs Construction Company, Inc.


Procurement Officer: Victoria Jackson, CPPB

Procurement Manager: Jacque Behrens, CPPB

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This is a notice of the City's intent to award contracts to the Offeror(s) indicated above. Pursuant to R3-4-16.01, protests of a proposed award must be filed within ten (10) days of the issue date of the Notice of Intent to Award. **The Offeror(s) identified above are instructed not to proceed until a Purchase Order, Contract Award, or written notice is given by the Procurement Manager.**

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	<b>Solicitation Amendment No. 4</b>	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7845
	<b>Solicitation No. 17-3818</b> <b>Revised - Solicitation Due Date: <u>January 4, 2017</u></b> <b>Time: 3:00 pm</b>	

**Goodyear Boulevard Street Improvements  
Phase II Yuma Road to Estrella Parkway**

The City of Goodyear hereby issued Solicitation Amendment 4 as point of clarification:

**CLARIFICATIONS:**

**CLARIFICATION 1:** If possible could we get a hold of the cad files that were used to generate the grading plans? We would be more than happy to send you a copy of our results at no charge upon completion. We are using civil 3d 2017

**RESPONSE:** No CAD files will be provided for this solicitation.

**CLARIFICATION 2:** I can't find any work on the plans that would be associated with Item 49 "ELECTRICAL EQUIPMENT/INSTALLATIONS (APS)". Can you direct me to where this work is? There is an APS plan sheet however I don't see any contractor work on the sheet.

**RESPONSE:** Please refer to the Bid Tabulation; MAG Item NO. 471.60048 (BID NO. 49); Refer to IFB attachment B-Goodyear Boulevard Special Provisions, page 57, and also construction plan sheets sheet 57 of 69 LT01, 58 of 69 LT02, 59 of 69 LT03, 60 of 69 LT04, and 61 of 69 LT05.

**CLARIFICATION 3:** On item 3.43.04011 Fencing – Goodyear states 879 LF but the plans state 2,089 LF – Please clarify.


**RESPONSE:** The correct quantity of fencing is 2,089 LF. The Fee Schedule listed in Solicitation Amendment 3 reflects the change.

**CLARIFICATION 4:** I don't understand the scope of work for bid item 49; "Electrical Equipment/Installations (APS)". I have tried to Google 471.60048 with no success

**RESPONSE:** Refer to clarification item 2 listed above.

**CLARIFICATION 6:** In the SAT area there are numerous piles of debris and overgrowth. Will this be cleared by the City or will a bid item be issued to cover the clearing and removal of trash and debris?

**RESPONSE:** Please refer to bid items 200.00010, 200.00015, and the Special Provisions for bid items 200.00010, 200.00015 page 41 and 42.

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**CLARIFICATION 5:** The revised fee schedule sent with addendum #3 excludes information that was on the original fee schedule. Original fee schedule had item #1 and 2 requesting information from the bidder. Can you please advise if this information is no longer need.

**RESPONSE:** Contractors must provide the following information that was mistakenly omitted from the Fee Schedule listed in Solicitation Amendment 3.

Prices offered shall not include applicable state and local taxes. The City will pay all applicable taxes.  
**For the purposes of determining the lowest cost, the City will not take tax into consideration.**

Taxes must be listed as a separate item on all invoices. Applicable tax rate: 9.8%

**1. Contractor Licensing Requirements:**

Bid shall comply with all statutes and rules of the State of Arizona and Registrar of Contractors. In accordance with A.R.S. § 32-1151, and unless otherwise exempted by A.R.S. § 32-1151, Bidder should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to submission of a bid. The Bidder certifies possession of the following license:

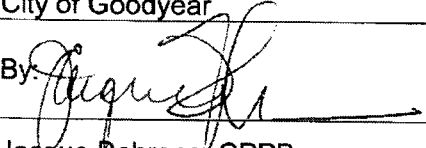
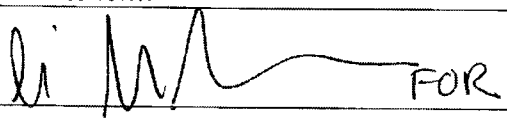
Licensed Contractor's Name: Combs Construction Company, Inc.  
 Class: A Type: General Engineering  
 License Number: 100380 Expiration: 11/30/2017

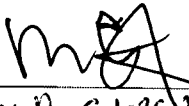
**2. Delivery:**

Bidder states that the item(s) will be delivered within 120 calendar days after receipt of order. This delivery schedule shall include any time for shipping.


***No other terms, conditions, or performance standards written or implied are changed.***

Procurement Officer: Victoria Jackson, CPPB

City of Goodyear	Approved as to form
By: 	By:  FOR
Jacquie Behrens, CPPB	Roric Massey, City Attorney

<b><u>Acknowledgement by Contractor</u></b>	
Contractor hereby acknowledges receipt and understanding of the above amendment. Contractor shall sign and return with their submittal.	
Contractor Signature: 	Date: <u>12/22/16</u>

Michael R. Steg, Vice President

	<b>Solicitation Amendment No. 3</b>	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7845
	<b>Solicitation No. 17-3818</b> <b>Revised - Solicitation Due Date: <u>January 4, 2017</u></b> <b>Time: 3:00 pm</b>	

**Goodyear Boulevard Improvements**  
**Phase II Yuma Road to Estrella Parkway**

The City of Goodyear hereby issued Solicitation Amendment 3 as point of clarification:

**CLARIFICATIONS:**

**QUESTION:** In regards to Solicitation Amendment No. 1, Answer 1, is there an actual estimate of how many CY City of Goodyear is able to accept on the City owned parcels? If one bidder is guessing 500 CY and the other bidder is hoping for 5,000 CY there is opportunity for a large difference in pricing. Please advise if possible.

**ANSWER:** 7,733 CY is the haul off amount. These numbers are not adjusted for shrink/swell, over-excavation, pre-compaction losses, etc., so they may fluctuate 10-20% based on construction activities.

**CLARIFICATION 1:** Construction Plan Sheet 68 - revised 68 of 69 sheet TS07 (note: replacing construction plan sheet 68 of 69 TS07), attached as "Clarification 1."

**CLARIFICATION 2:** Construction Plan Sheet 02 - revised 02 of 69 sheet GN01 (note: replacing construction plan sheet 02 of 69 GN01), attached as "Clarification 2."

**CLARIFICATION 3:** Goodyear Blvd Special Provisions - replacing ten pages in the Special Provisions - i, ii, iii, 4, 53, 62, 63, 64, 66, 67), attached as "Clarification 3."

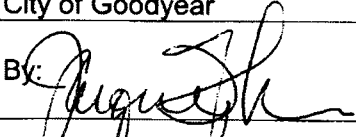
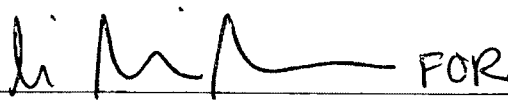
**CLARIFICATION 4:** The engineer's estimate is approximately **\$2.3 Million**. This estimate includes all taxes and bonds, and owners contingency.


**REPLACE:**

Bid Tabulation has been revised. Contractor must complete and submit Bid Tabulation titled "Bid Tabulation REVISED – Solicitation Amendment 3."

***No other terms, conditions, or performance standards written or implied are changed.***

Procurement Officer: Victoria Jackson, CPPB

City of Goodyear	Approved as to form
By: 	By:  FOR
Jacquie Behrens, CPPB	Roric Massey, City Attorney

<b><u>Acknowledgement by Contractor</u></b>	
Contractor hereby acknowledges receipt and understanding of the above amendment. Contractor shall sign and return with their submittal.	
Contractor Signature: 	Date: <u>12/16/16</u>
Michael R. Steg, Vice President	



## Solicitation Amendment No. 3

Solicitation No. 17-3818

Revised - Solicitation Due Date: January 4, 2017

Time: 3:00 pm

Office of Procurement  
190 N. Litchfield Road  
P.O. Box 5100  
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### BID TABULATION - REVISED

#### Addendum No. 3

#### Goodyear Boulevard Street Improvements Phase 2 - Yuma Road to Estrella Parkway

MAG ITEM NO.	NO.	ITEM DESCRIPTION	UNIT	TOTAL QTY	UNIT PRICE	AMOUNT
105.90000	1	SWPPP/ EROSION PROTECTION	LS	1	\$ 21,000.00	\$ 21,000.00
200.00010	2	EARTHWORK FOR DRAINAGE	LS	1	\$ 65,000.00	\$ 65,000.00
200.00015	3	SAT SITE GRADING OUTSIDE OF RIGHT-OF-WAY	LS	1	\$ 121,000.00	\$ 121,000.00
200.00020	4	ROADWAY EXCAVATION	NPI	--	\$ n/a	\$ n/a
220.00091	5	GROUTED RIP RAP (D50=6") WITH GEOSYNTHETIC FABRIC PER MAG SPEC SECTION 220, THICKNESS 12"	SY	94	\$ 57.00	\$ 5,358.00
300.20001	6	RELOCATE SOLAR POWERED SPEED LIMIT SIGN AND BASE ASSEMBLY PER SPECIAL DETAIL. PROVIDE NEW FOUNDATION (IN KIND)	EA	1	\$ 2,500.00	\$ 2,500.00
310.00002	7	12" AGGREGATE BASE COURSE (INCLUDES SUBGRADE PREP)	SY	9,912	\$ 7.50	\$ 74,340.00
336.02210	8	SAWCUT & MATCH EXISTING	LF	1,305	\$ 0.75	\$ 978.75
336.97951	9	6" AC (3" OF 3/4" MIX ON 3" OF 3/4" MIX) PAVEMENT SECTION PER PAVEMENT STRUCTURAL SECTION #1, PER DETAIL ON SHEET DT01.	SY	9,912	\$ 23.00	\$ 227,976.00
340.00001	10	TURN BAY MEDIAN NOSE AND CURB ANGLE POINT PER COG STD DET G-3211, AND TRANSITION PER MAG STD DET 223	EA	7	\$ 115.00	\$ 805.00
340.04001	11	SIDEWALK (WIDTH PER PLAN) PER MAG STD DET 230	SF	1,868	\$ 3.40	\$ 6,351.20
340.04170	12	SIDEWALK RAMP PER MAG STD DET 235-2	EA	1	\$ 1,250.00	\$ 1,250.00
340.06571	13	BUS BAY PER COG STD DET G-3242-1 (WITH ACCESSORY PAD)	EA	1	\$ 10,500.00	\$ 10,500.00
340.22011	14	6" CURB & GUTTER PER MAG STD DET 220-1 TYPE A	LF	2,583	\$ 11.00	\$ 28,413.00





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**Solicitation No. 17-3818**

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340.22121	15	6" CURB & GUTTER WITH DEPRESSED GUTTER PAN PER MAG STD DET 220-1 TYPE A	LF	2,489	\$ 11.00	\$ 27,379.00
340.22211	16	SINGLE CURB PER MAG STD DET 222, TYPE A	LF	20	\$ 21.50	\$ 430.00
342.04001	17	MEDIAN STAMPED CONCRETE PER SPECIAL DETAIL	SF	2,099	\$ 6.00	\$ 12,594.00
343.04001	18	6' CHAIN LINK FENCE WITH BARBED WIRE PER MAG STD DET 160	LF	2089	\$ 12.50	\$ 26,112.50
345.00202	19	ADJUST COMMUNICATION MANHOLE FRAME AND COVER TO FINISHED GRADE PER UTILITY PROVIDER REQUIREMENTS. REFER TO SPECIAL DETAILS FOR CURB REALIGNMENT AT THIS LOCATION.	EA	1	\$ 2,800.00	\$ 2,800.00
345.00203	20	ADJUST MONITOR WELL MANHOLE EQUIPMENT TO FINISHED GRADE PER SPECIAL DETAIL	EA	1	\$ 700.00	\$ 700.00
345.30081	21	ADJUST VALVE BOX FRAME AND COVER TO GRADE PER MAG STD DET 391-1 TYPE A & 391-2	EA	3	\$ 650.00	\$ 1,950.00
350.00100	22	REMOVE CONCRETE CURB	LF	583	\$ 3.00	\$ 1,749.00
350.00190	23	REMOVE SIDEWALK	SF	559	\$ 1.25	\$ 698.75
350.00290	24	REMOVE HEADWALL	EA	1	\$ 475.00	\$ 475.00
350.00370	25	REMOVE SCUPPER	EA	1	\$ 600.00	\$ 600.00
350.00490	26	REMOVE PLUG/CAP & CONNECT NEW 8" SEWER TO EXISTING WITH COUPLING. CONTRACTOR TO VERIFY SIZE, MATERIAL HORIZONTAL AND VERTICAL LOCATION PRIOR TO START OF CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.	EA	2	\$ 1,450.00	\$ 2,900.00
350.00600	27	REMOVE AC PAVEMENT	SY	2,037	\$ 3.20	\$ 6,518.40
350.01090	28	REMOVE BLOCK WALL & FOOTING	LF	119	\$ 48.00	\$ 5,712.00
350.01100	29	REMOVE FENCE, RAILS & POSTS	LF	2,000	\$ 2.50	\$ 5,000.00
350.03001	30	REMOVE EXISTING SURVEY MARKER	EA	5	\$ 32.00	\$ 160.00



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350.03750	31	REMOVE PULL BOX AND EQUIPMENT	EA	4	\$ 35.00	\$ 140.00
350.04010	32	OBLITERATE STRIPING	LS	1	\$ 9,400.00	\$ 9,400.00
350.04011	33	TEMPORARY STRIPING	LS	1	\$ 3,150.00	\$ 3,150.00
400.40041	34	RAISED PAVEMENT MARKERS (TYPE D & TYPE F, PER PLAN)	LS	1	\$ 1,700.00	\$ 1,700.00
400.41001	35	PROJECT SIGNS (TRAFFIC), INCLUDES SIGN POST & FOUNDATION	LS	1	\$ 8,000.00	\$ 8,000.00
400.45011	36	WHITE STRIPE 90MIL THERMO PLASTIC 4" EQUIV	LS	1	\$ 8,000.00	\$ 8,000.00
400.45021	37	YELLOW STRIPE 90MIL THERMO PLASTIC 4" EQUIV	LS	1	\$ 3,800.00	\$ 3,800.00
400.45241	38	PAVEMENT LEGEND PREFORMED (THERMOPLASTIC)	LS	1	\$ 1,900.00	\$ 1,900.00
400.45242	39	PAVEMENT SYMBOLS PREFORMED (THERMOPLASTIC)	LS	1	\$ 5,500.00	\$ 5,500.00
401.30010	40	ALLOWANCE FOR UNIFORMED, OFF-DUTY LAW ENFORCEMENT OFFICER (CITY OF GOODYEAR LAW ENFORCEMENT OFFICER)	HR	1500	\$55.00	\$82,500
401.30011	41	ALLOWANCE FOR UNIFORMED, OFF-DUTY LAW ENFORCEMENT OFFICER (NON CITY OF GOODYEAR LAW ENFORCEMENT OFFICER)	HR	200	\$65.00	\$13,000
405.12011	42	SURVEY MARKER PER MAG STD DET 120-1 TYPE B	EA	3	\$ 140.00	\$ 420.00
430.42000	43	DECOMPOSED GRANITE - 3/4" MADISON GOLD (SCREENED), MIN. 2" THICK PER COG STD DET G-3610-1. FINISHED GRADE OF DECOMPOSED GRANITE SHALL BE 1" BELOW ADJACENT TOP OF SIDEWALK / CURB - REFER TO SPECIAL DETAIL	SF	90,596	\$ 0.50	\$ 45,298.00
440.54001	44	2 - 4" PVC IRRIGATION SLEEVES - MINIMUM 30" COVER. REFER TO SPECIAL DETAIL.	LF	596	\$ 12.50	\$ 7,450.00
470.80001	45	MODIFY EXISTING SPAN WIRE TRAFFIC SIGNAL (GOODYEAR BOULEVARD AND YUMA ROAD)	LS	1	\$ 8,800.00	\$ 8,800.00
470.80002	46	REMOVE EXISTING SPAN WIRE TRAFFIC SIGNAL (GOODYEAR BOULEVARD AND SHERMAN STREET)	LS	1	\$ 3,900.00	\$ 3,900.00
471.60044	47	RELOCATE EXISTING STREET LIGHT PULL BOX TO MEDIAN ISLAND	EA	2	\$ 200.00	\$ 400.00



## Solicitation Amendment No. 3

**Solicitation No. 17-3818**

**Revised - Solicitation Due Date: January 4, 2017**

**Time: 3:00 pm**

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471.60046	48	STREET LIGHTING PULL BOX (APS PROVIDED)	EA	1	\$ 165.00	\$ 165.00
471.60048	49	ELECTRICAL EQUIPMENT/INSTALLATIONS (APS)	LS	1	\$ 1,600.00	\$ 1,600.00
471.60057	50	NO. 7 PULL BOX WITH EXTENSION (TRAFFIC SIGNAL)	EA	3	\$ 600.00	\$ 1,800.00
471.61113	51	PVC ELECTRICAL CONDUIT 2", W/ 1/4" NYLON ROPE (TRAFFIC SIGNAL)	LF	125	\$ 9.00	\$ 1,125.00
471.61233	52	PVC ELECTRICAL CONDUIT 2 1/2" , W/ 1/4" NYLON ROPE (STREET LIGHTING)	LF	60	\$ 11.00	\$ 660.00
471.61333	53	PVC ELECTRICAL CONDUIT 3", W/ 1/4" NYLON ROPE (TRAFFIC SIGNAL)	LF	470	\$ 22.00	\$ 10,340.00
471.61632	54	CONDUCTORS (TRAFFIC SIGNAL) (GOODYEAR BOULEVARD AND SHERMAN STREET)	LS	1	\$ 14,500.00	\$ 14,500.00
472.60239	55	POLE, MODULAR TYPE A-2 (CITY OF TEMPE STD DETAIL T-559)	EA	4	\$ 7,200.00	\$ 28,800.00
472.60242	56	POLE, MODULAR TYPE Q, 30' MAST ARM) (CITY OF TEMPE STD DETAIL T-552)	EA	2	\$ 25,000.00	\$ 50,000.00
472.60243	57	POLE, MODULAR TYPE Q, 40' MAST ARM (CITY OF TEMPE STD DETAIL T-552)	EA	1	\$ 32,000.00	\$ 32,000.00
472.60244	58	POLE, MODULAR TYPE Q, 45' MAST ARM) (CITY OF TEMPE STD DETAIL T-550)	EA	1	\$ 36,000.00	\$ 36,000.00
472.60248	59	POLE, ARCHITECTURAL POLE (APS STD DETAIL 8050S) (DUAL MAST ARMS)	EA	1	\$ 1,600.00	\$ 1,600.00
472.60249	60	MAST ARM, 8' X 8' HI-RISE (APS STD DETAIL 8050S)	EA	2	\$ 575.00	\$ 1,150.00
472.62032	61	POLE FOUNDATION (MODULAR TYPE A-2) (CITY OF TEMPE STD DETAIL T-570)	EA	4	\$ 2,300.00	\$ 9,200.00



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P.O. Box 5100  
Goodyear, AZ 85338  
Phone: 623-882-7845

472.62033	62	POLE FOUNDATION (MODULAR TYPE Q 30' MAST ARM) (CITY OF TEMPE STD DETAIL T-571)	EA	2	\$ 6,800.00	\$ 13,600.00
472.62034	63	POLE FOUNDATION (MODULAR TYPE Q 40' MAST ARM) (CITY OF TEMPE STD DETAIL T-571)	EA	1	\$ 6,800.00	\$ 6,800.00
472.62035	64	POLE FOUNDATION (MODULAR TYPE Q 45' MAST ARM) (CITY OF TEMPE STD DETAIL T-572)	EA	1	\$ 6,600.00	\$ 6,600.00
472.62037	65	POLE FOUNDATION (ARCHITECTURAL POLE) (APS STD DETAIL 1946)	EA	1	\$ 900.00	\$ 900.00
475.83012	66	PEDESTRIAN PUSH BUTTON (POLARA TYPE BULLDOG) (INCLUDING SIGN)	EA	2	\$ 245.00	\$ 490.00
475.83015	67	EMERGENCY PRE-EMPTION - (4 RECEIVERS)	LS	1	\$ 950.00	\$ 950.00
475.83016	68	RELOCATE EXISTING VIDEO DETECTION SYSTEM (3 CAMERA) (INCLUDING BRACKETS)	LS	1	\$ 1,450.00	\$ 1,450.00
475.83018	69	CCTV CAMERA SYSTEM (INCLUDING BRACKETS) (GOODYEAR BOULEVARD AND SHERMAN STREET)	LS	1	\$ 7,100.00	\$ 7,100.00
476.02011	70	TRAFFIC SIGNAL FACE (PEDESTRIAN MAN/HAND) (COUNTDOWN NUMERALS)	EA	2	\$ 400.00	\$ 800.00
476.02012	71	TRAFFIC SIGNAL FACE (TYPE E)	EA	1	\$ 375.00	\$ 375.00
476.02013	72	TRAFFIC SIGNAL FACE (TYPE F)	EA	13	\$ 500.00	\$ 6,500.00
476.02014	73	TRAFFIC SIGNAL FACE (TYPE Q)	EA	1	\$ 800.00	\$ 800.00
476.62016	74	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE E) (CITY OF TEMPE) (STD DETAIL T-561)	EA	1	\$ 235.00	\$ 235.00
476.62017	75	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE F) (CITY OF TEMPE) (STD DETAIL T-561)	EA	13	\$ 235.00	\$ 3,055.00



## Solicitation Amendment No. 3

Solicitation No. 17-3818

Revised - Solicitation Due Date: January 4, 2017

Time: 3:00 pm

Office of Procurement  
190 N. Litchfield Road  
P.O. Box 5100  
Goodyear, AZ 85338  
Phone: 623-882-7845

476.62018	76	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE Q) (CITY OF TEMPE) (STD DETAIL T-561)	EA	1	\$ 235.00	\$ 235.00
476.62020	77	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE M/H) (CITY OF TEMPE) (STD DETAIL T-561)	EA	2	\$ 235.00	\$ 470.00
477.81002	78	LUMINAIRE (HORIZONTAL MOUNT) (GE EVOLVE LED) (MODEL ERS 30NXCX5402DKB2)	EA	8	\$ 825.00	\$ 6,600.00
477.81502	79	LUMINAIRE (HORIZONTAL MOUNT) (250 WATT HPS) (APS STD DETAIL 8050S)	EA	2	\$ 725.00	\$ 1,450.00
477.84001	80	INTERNALLY ILLUMINATED STREET NAME SIGN	EA	4	\$ 8,700.00	\$ 34,800.00
505.20621	81	CONCRETE SCUPPER (WIDTH PER PLAN) & SPILLWAY (LENGTH PER PLAN) PER MAG STD DET 206 WITH PAINTED HANDRAIL PER MAG STD DET 145, TYPE 1	EA	2	\$ 4,900.00	\$ 9,800.00
505.50122	82	DROP OUTLET HEADWALL PER MAG STD DET 501-5 WITH TRASH RACK PER MAG STD DET 502 AND PAINTED HANDRAIL PER MAG STD DET 145, TYPE 1	EA	1	\$ 3,000.00	\$ 3,000.00
600.00010	83	REMOVE CAP & CONNECT TO EXISTING 8" WATER LINE TAP. CONTRACTOR TO VERIFY SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION PRIOR TO START OF CONSTRUCTION AND NOTIFY ENGINEER OF DISCREPANCIES.	EA	4	\$ 1,200.00	\$ 4,800.00
600.00070	84	8" D.I.P. TAPPED CAP WITH 2" I.P. CORP STOP PER MAG STD DET 390 TYPE A	EA	4	\$ 950.00	\$ 3,800.00
610.40080	85	8" CLASS 150 D.I.P. WATER MAIN W/ JOINT RESTRAINT (FULL LENGTH) PER MAG STD DET 303-1 & 303-2.	LF	289	\$ 70.00	\$ 20,230.00
615.40080	86	8" P.V.C. SDR 35 SEWER PIPE	LF	135	\$ 83.00	\$ 11,205.00
615.40081	87	8" COUPLING STUB PER MAG STD DET 427 W/METAL MARKER INVERT, SIZE AND SLOPE PER PLAN	EA	2	\$ 235.00	\$ 470.00
618.50241	88	24" CLASS V RGRCP PIPE	LF	15	\$ 195.00	\$ 2,925.00



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625.90000	89	DRYWELL PER COG STD DET G-3560-1 WITH DRYWELL PRE-TREATMENT CHAMBER PER COG STD DET G-3560-2	EA	5	\$ 10,000.00	\$ 53,000.00
SUBTOTAL CONSTRUCTION ITEMS						1,255,988 <sup>60</sup>
GENERAL CONDITIONS						
105.80001	90	CONSTRUCTION SURVEYING & LAYOUT	LS	1	\$ 20,000.00	\$ 20,000.00
105.80002	91	AS BUILTS	LS	1	\$ 2,500.00	\$ 2,500.00
106.10000	92	PERMITTING (NON-CITY ISSUED PERMITS FEES ONLY. CITY WILL PAY ALL CITY PERMITS FEES)	LS	1	\$ 4,650.00	\$ 4,650.00
106.40000	93	QUALITY CONTROL & QUALITY ASSURANCE	LS	1	\$ 15,000.00	\$ 15,000.00
401.20001	94	TRAFFIC CONTROL (CITY TRAFFIC CONTROL PERMIT FEES ARE WAIVED)	LS	1	\$ 60,000.00	\$ 60,000.00
108.10001	95	MOBILIZATION / DE-MOBILIZATION	LS	1	\$ 100,000.00	\$ 100,000.00
SUBTOTAL GENERAL CONDITIONS						202,150 <sup>00</sup>
SUBTOTAL OF CONSTRUCTION ITEMS AND GENERAL CONDITIONS						\$ 1,458,138 <sup>60</sup>
TAX (9.8%) (Although taxes will be paid IF applicable. Do NOT include sales tax in unit price)						\$ 92,803 <sup>42</sup>
104.20051	96	CONTINGENCY	LS	1	\$100,000.00	\$100,000.00
TOTAL CONSTRUCTION COST						\$ 1,651,072 <sup>02</sup>

# CLARIFICATION 1.

1661 Lost Camelback Road, Suite 400  
Phoenix, Arizona 85016  
Phone: (602) 333-2200  
**Stanley Consultants Inc.**

## POLE, CONTROLLER AND SERVICE PEDESTAL SCHEDULE NOTES

- STATIONS AND OFFSETS ARE APPROXIMATE AND ARE SUBJECT TO ADJUSTMENT TO ACCOMMODATE ACTUAL FIELD CONDITIONS. AFTER BLUE STAKING IS COMPLETE, THE CONTRACTOR SHALL STAKE ALL PROPOSED POLE/CABINET LOCATIONS FOR APPROVAL BY THE ENGINEERING INSPECTOR PRIOR TO BEGINNING FOUNDATION CONSTRUCTION.
- RELOCATED VIDEO DETECTION CAMERAS FROM TEMPORARY SPAN WIRE SIGNAL SHALL BE MOUNTED ON PELCO AB-105 CAMERA BRACKET AND 46 INCH RISER. CAMERA AND RISER SHALL BE ATTACHED TO SIGNAL STRUCTURE WITH PELCO SE-0415 FLAT BACK MOUNT. MOUNT SHALL BE ATTACHED TO SIGNAL STRUCTURE WITH 3/4 INCH GRADE 8 BOLTS, TAPPED INTO STRUCTURE. VIDEO DETECTION CABLE SHALL ENTER THE CENTER OF THE BRACKET/RISER THROUGH A 3/8 INCH DIAMETER HOLE DRILLED INTO SIGNAL STRUCTURE.
- FINAL 3 INCH CAP OVER FOUNDATION SHALL HAVE A SMOOTH FINISH LEVEL WITH ADJACENT SIDEWALK FINISH GRADE.
- CCTV CAMERA SHALL BE MOUNTED AT FORTY FIVE DEGREES FROM TRAFFIC SIGNAL STRUCTURE APPROXIMATELY ONE FOOT BELOW LUMINAIRE MAST ARM. COST OF CCTV SYSTEM SHALL INCLUDE ALL CAMERA MOUNTING BRACKETS.
- ALL VEHICLE AND PEDESTRIAN SIGNALS SHALL BE LED.
- CITY OF GOODYEAR WILL NOT PROVIDE ANY SIGNAL POLES OR EQUIPMENT. CONTRACTOR SHALL FURNISH AND INSTALL ALL SIGNAL EQUIPMENT, POLES AND ANY ANCILLARY ITEMS NECESSARY TO PROVIDE A COMPLETE IN PLACE, FULLY FUNCTIONING SYSTEM PER CITY OF GOODYEAR REQUIREMENTS.
- THE CONTRACTOR SHALL SUBMIT ILLUMINATED SIGN FORMATS TO THE CITY OF GOODYEAR FOR APPROVAL PRIOR TO ORDERING.

## CITY OF GOODYEAR TRAFFIC SIGNAL WIRING PLAN

Phase/Corner	UPRIGHT	A-POLE	A3-POLE	Add On/Leading	Ped Post
1	R/Bk, O/Bk, G/Bk, R/Bk, O/Bk, G/Bk	R, O, G	R/Bk, O/Bk, G/Bk	Bk/R, G/R, B/R	
2	R, O, G	R, O, G	R, O, G	R/W, Bk/W, G/W	
3	R/Bk, O/Bk, G/Bk, R/Bk, O/Bk, G/Bk	R, O, G	R/Bk, O/Bk, G/Bk	Bk/R, O/R, B/R	
4	R, O, G	R, O, G	R, O, G	R/W, Bk/W, G/W	
5	R/Bk, O/Bk, G/Bk, R/Bk, O/Bk, G/Bk	R, O, G	R/Bk, O/Bk, G/Bk	Bk/R, O/R, B/R	
6	R, O, G	R, O, G	R, O, G	R/W, Bk/W, G/W	
7	R/Bk, O/Bk, G/Bk, R/Bk, O/Bk, G/Bk	R, O, G	R/Bk, O/Bk, G/Bk	Bk/R, O/R, B/R	
8	R, O, G	R, O, G	R, O, G	R/W, Bk/W, G/W	
2 PED	Bk, Bk	Bk, Bk	Bk, Bk	R/G, B/Bk	
4 PED	Bk, Bk	Bk, Bk	Bk, Bk	R/G, B/Bk	
6 PED	Bk, Bk	Bk, Bk	Bk, Bk	R/G, B/Bk	
8 PED	Bk, Bk	Bk, Bk	Bk, Bk	R/G, B/Bk	
PED BUTTON DC+	W/Bk	W/Bk	W/Bk	W/Bk	W/Rd
PED BUTTON COM	W	W	W	W	W
NORTH-EAST	RED TAPE	Double Red Tape	3x Red Tape		4x Red Tape
SOUTH-EAST	WHITE TAPE	Double White Tape	3x White Tape		4x White Tape
SOUTH-WEST	BLUE TAPE	Double Blue Tape	3x Blue Tape		4x Blue Tape
NORTH-WEST	GREEN TAPE	Double Green Tape	3x Green Tape		4x Green Tape

## POLE MAST ARM TEMPLATE

POLE NO.	HEIGHT	LOCATION
(C)		
(E)		
(G)		
(I)		

WARNING: OVERHEAD POWER LINES WITHIN PROJECT LIMITS.  
CAUTION: UNDERGROUND HIGH PRESSURE GAS LINES WITHIN PROJECT LIMITS.  
Call 911 or call: Arizona 911.com

DATE: 12/15/18  
PROJECT: GOODYEAR BLVD - SHERMAN ST  
PROJECT TITLE: GOODYEAR BLVD IMPROVEMENTS  
YUMA RD. TO ESTRELLA PKWY - PHASE II  
SCALE: 1/2"=1'-0"  
DATE: 12/15/18  
BY: [Signature]  
CHECKED: [Signature]  
DATE: 12/15/18  
BY: [Signature]  
CITY OF GOODYEAR  
ENGINEERING DEPARTMENT  
185 N 145TH AVE  
P.O. BOX 5100  
BUILDING D  
GOODYEAR AZ 85338

POLE AND EQUIPMENT SCHEDULE									
TRAFFIC SIGNAL CONTROLLER CABINET AND ELECTRICAL LOAD CENTER CABINET						REMARKS		LOCATION	
CABINET		TYPE	CONTROLLER		AUXILIARY CONTROL				LOCATION
A			EXISTING SIZE R CABINET	TS2	-		-	-	EXISTING
B			EXISTING MYERS COMBINATION METER/UPS CABINET	-	-		-	-	EXISTING
POLE		MAST ARM		SIGNALS		P.P.B. SIGN		REMARKS	LOCATION
NUMBER	TYPE	SIG.	LUM.	MTG.	FACE				
C		MODULAR POLE Q TEMPE DETAIL T-544	30'	-	TEMPE DETAIL T-561	FUTURE 3-F FUTURE 1-M/H	PPB POLARA TYPE BULLDOG WITH SIGN (R10-38) (L)	GE EVOLVE LED LUMINAIRE (ERS 30NXCX5402DKB2) SEE NOTE 3 AND 7	STA 62+06, 76' LT
D		MODULAR POLE A-2 TEMPE DETAIL T-559	-	-	TEMPE DETAIL T-561	1-O 1-F 1-M/H	FUTURE PPB POLARA TYPE BULLDOG WITH SIGN (R10-38) (R)	GE EVOLVE LED LUMINAIRE (ERS 30NXCX5402DKB2) SEE NOTE 3 AND 6	STA 62+24, 58.5' LT
E		MODULAR POLE Q TEMPE DETAIL T-552	40'	3'-2"	TEMPE DETAIL T-561	1-E FUTURE 1-M/H	FUTURE PPB POLARA TYPE BULLDOG WITH SIGN (R10-38) (L)	GE EVOLVE LED LUMINAIRE (ERS 30NXCX5402DKB2) SEE NOTE 3, 6 AND 7	STA 62+36', 44.5' RT
F		MODULAR POLE A-2 TEMPE DETAIL T-559	-	-	TEMPE DETAIL T-561	1-F FUTURE 1-M/H	FUTURE PPB POLARA TYPE BULLDOG WITH SIGN (R10-38) (R)	GE EVOLVE LED LUMINAIRE (ERS 30NXCX5402DKB2) SEE NOTE 3 AND 6	STA 62+23, 68' RT
G		MODULAR POLE Q TEMPE DETAIL T-544	30'	3'-2"	TEMPE DETAIL T-561	3-F FUTURE 1-M/H	FUTURE PPB POLARA TYPE BULLDOG WITH SIGN (R10-38) (L)	GE EVOLVE LED LUMINAIRE (ERS 30NXCX5402DKB2) SEE NOTE 3, 6 AND 7	STA 61+44, 68' RT
H		MODULAR POLE A-2 TEMPE DETAIL T-559	-	-		FUTURE 1-O FUTURE 1-M/H	FUTURE PPB POLARA TYPE BULLDOG WITH SIGN (R10-38) (R)	GE EVOLVE LED LUMINAIRE (ERS 30NXCX5402DKB2) SEE NOTE 3	STA 61+19, 48' RT
I		MODULAR POLE Q TEMPE DETAIL T-550	45'	3'-2"	TEMPE DETAIL T-561	FUTURE 1-E FUTURE 1-F 4-F 1-M/H	FUTURE PPB POLARA TYPE BULLDOG WITH SIGN (R10-38) (L)	GE EVOLVE LED LUMINAIRE (ERS 30NXCX5402DKB2) SEE NOTES 3, 4, 6 AND 7	STA 61+36, 54.5' LT
J		MODULAR POLE A-2 TEMPE DETAIL T-559	-	-	TEMPE DETAIL T-561	FUTURE 1-F FUTURE 1-M/H	PPB POLARA TYPE BULLDOG WITH SIGN (R10-38) (R)	GE EVOLVE LED LUMINAIRE (ERS 30NXCX5402DKB2) SEE NOTES 3 AND 4	STA 61+56, 75' LT

FILE: C:\projects\goodyear\improvements\phase ii\station 61-62\station 61-62.dwg

DATE: 12/15/18  
BY: [Signature]  
CHECKED: [Signature]  
DATE: 12/15/18  
BY: [Signature]

## CLARIFICATION 2.

### CITY OF GOODYEAR GENERAL NOTES FOR CONSTRUCTION

- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
- ALL CONSTRUCTION SHALL CONFORM TO THE CITY ESDM, CITY STANDARD DETAILS, AND CURRENT MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION.
- THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS. HOWEVER, SUCH REVIEW SHALL NOT PREVENT THE CITY FROM REQUIRING CORRECTION OF ERRORS IN PLANS FOUND TO BE IN VIOLATION OF ANY LAW OR ORDINANCE.
- THE CITY DOES NOT WARRANT ANY QUANTITIES SHOWN ON THESE PLANS.
- THE CITY APPROVAL IS FOR GENERAL LAYOUT IN THE RIGHT-OF-WAY ONLY. THIS APPROVAL IS VALID FOR A PERIOD OF ONE YEAR. CONSTRUCTION PERMITS SHALL BE OBTAINED DURING THIS PERIOD OR THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND APPROVAL.
- AN APPROVED SET OF PLANS SHALL BE AVAILABLE ON THE JOB SITE AT ALL TIMES.
- THE CITY CONSTRUCTION INSPECTOR SHALL BE NOTIFIED 48 HOURS PRIOR TO ANY CONSTRUCTION WORK AND INSPECTIONS (623-882-7979). CONSTRUCTION WORK CONCEALED WITHOUT INSPECTION BY THE CITY CONSTRUCTION INSPECTOR SHALL BE SUBJECT TO EXPOSURE AT THE CONTRACTOR'S EXPENSE.
- ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER, OR DESIGNEE, AND ANY WORK/MATERIAL NOT IN CONFORMANCE WITH CITY ENGINEERING STANDARDS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- RIGHT-OF-WAY IMPROVEMENTS SHALL NOT BE ACCEPTED UNTIL "AS-BUILT" PLANS HAVE BEEN SUBMITTED AND APPROVED BY THE CITY. (SEE AS-BUILT REQUIREMENTS)
- THE DEVELOPER IS RESPONSIBLE FOR THE REMOVAL OR RELOCATION OF ALL OBSTRUCTIONS WITHIN THE RIGHT-OF-WAY PRIOR TO STARTING NEW CONSTRUCTION.
- THE DEVELOPER IS RESPONSIBLE FOR ARRANGING THE RELOCATION AND ASSOCIATED COSTS OF ALL UTILITIES. A UTILITY RELOCATION SCHEDULE SHALL BE SUBMITTED PRIOR TO THE ISSUANCE OF PERMITS.
- THE DEVELOPER IS RESPONSIBLE FOR OBTAINING OR DEDICATING ALL REQUIRED RIGHTS-OF-WAY AND EASEMENTS TO THE CITY PRIOR TO ISSUANCE OF PERMITS.
- THE CONTRACTOR SHALL CONTACT BLUE STAKE (602-263-1100) AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL LOCATE ALL CONFLICTS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BARRICADE CONSTRUCTION SITES AT ALL TIMES PER THE CITY OF PHOENIX TRAFFIC BARRICADE MANUAL. A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE CITY FOR APPROVAL IN ADVANCE OF CONSTRUCTION.
- POTABLE WATER IS NOT AVAILABLE FOR CONSTRUCTION USE OTHER THAN THE FILLING AND TESTING OF NEW LINES. THE UNLAWFUL REMOVAL OF WATER FROM A FIRE HYDRANT OR ANY OTHER SOURCE IS A VIOLATION OF THE MUNICIPAL CODE, PUNISHABLE BY FINE AND/OR IMPRISONMENT.
- PRIOR TO MOVING OR DESTROYING PROTECTED NATIVE PLANT SPECIES, THE CONTRACTOR SHALL FILE A FORMAL NOTICE OF INTENT WITH THE ARIZONA DEPARTMENT OF AGRICULTURE (602-542-6406).
- THE CONTRACTOR SHALL COMPLY WITH THE ENVIRONMENTAL PROTECTION AGENCY NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) STORM WATER REQUIREMENTS ESTABLISHED FOR CONSTRUCTION SITES. ADEQ GENERAL PERMIT FOR DISCHARGE FROM CONSTRUCTION ACTIVITIES, AND THE CITY OF GOODYEAR STORM WATER MANAGEMENT PLAN.
- NO PERSON SHALL USE ANY MECHANICAL EQUIPMENT FOR LAND LEVELING OR CLEARING, ROAD CONSTRUCTION, TRENCHING, EXCAVATING, DEMOLITION, NOR ENGAGE IN ANY EARTH-MOVING ACTIVITY WITHOUT FIRST OBTAINING A PERMIT FROM THE MARICOPA COUNTY AIR QUALITY DEPARTMENT (602-506-0666), 1001 N. CENTRAL AVENUE, SUITE 150, PHOENIX, AZ 85003. (THIS NOTICE IS ISSUED PURSUANT TO A.R.S. 36-779.07, NOTICE OF BUILDING AGENCIES.)
- THESE PLANS REFLECT CONDITIONS AS THEY EXIST AT THE TIME OF DESIGN. IF EXISTING CONDITIONS HAVE CHANGED BY THE TIME OF CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE CITY AND THESE PLANS MAY HAVE TO BE AMENDED PRIOR TO PROCEEDING WITH CONSTRUCTION ACTIVITIES.

### CITY OF GOODYEAR GENERAL NOTES FOR GRADING AND DRAINAGE CONSTRUCTION

- ALL GENERAL CONSTRUCTION NOTES SHALL APPLY.
- FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 18 INCHES ABOVE POINT OF OUTFALL. LOTS SHALL BE DESIGNED TO FALL TOWARDS THE STREET AT A GRADE NO LESS THAN ONE PERCENT.
- A PERMIT IS REQUIRED FOR ANY ON-SITE GRADING.
- A SEPARATE PERMIT IS REQUIRED FOR ANY GRADING RELATED TO OFF-SITE CONSTRUCTION.
- STAKING PAD AND/OR FINISHED FLOOR ELEVATIONS ARE THE RESPONSIBILITY OF THE DEVELOPER OR HIS ENGINEER. IN A CRITICAL DRAINAGE AREA (FEWA ZONES A, AO, AH, AT-1, A33, AND A99), CERTIFICATION OF THE FINISHED BUILDING FLOOR OR STEM WALL ELEVATION SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY VERTICAL CONSTRUCTION. IN NON CRITICAL AREAS, THE DEVELOPER'S ENGINEER SHALL SUBMIT CERTIFICATIONS OF CONSTRUCTED BUILDING PAD ELEVATIONS PRIOR TO THE CITY'S ACCEPTANCE OF THE PROJECT.
- THE CONTRACTOR SHALL COMPLY WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN PREPARED IN ACCORDANCE WITH THE CITY'S GENERAL AZDES STORM WATER PERMIT REQUIREMENTS.
- THE GRADING CONTRACTOR SHALL DESIGNATE THE LOCATION FOR WASTING SPOIL MATERIALS AND OBTAIN A LETTER FROM THE OWNER GIVING PERMISSION FOR SAID DISPOSAL PRIOR TO STARTING ON-SITE CONSTRUCTION.
- GRADING AND DRAINAGE PLAN APPROVAL INCLUDES RETENTION AND DETENTION AREAS, OTHER DRAINAGE FACILITIES AND CHANGES TO SURFACE GRADING AFFECTING DRAINAGE STRUCTURES, CURBS, ASPHALT PAVEMENT, AND BUILDING FLOOR ELEVATIONS.
- THE CONTRACTOR SHALL PROVIDE ALL RETENTION AND DETENTION BASINS AT ELEVATIONS AS SHOWN ON THE PLANS. RETENTION BASINS SIDE SLOPES SHALL NOT EXCEED 4:1 ON PRIVATE PROPERTY OR 5:1 ADJACENT TO WALKWAYS OR AREAS DESIGNATED FOR PEDESTRIAN ACCESS AND PUBLIC RIGHTS-OF-WAY. RETENTION BASIN HIGH WATER ELEVATIONS SHALL NOT EXCEED 3-FOOT DEPTH ON PRIVATE PROPERTY OR 1.5-FOOT DEPTH WITHIN 10 FEET OF PUBLIC RIGHTS-OF-WAY. RETENTION IS NOT PERMITTED WITHIN PUBLIC RIGHTS-OF-WAY OR PUBLIC UTILITY EASEMENTS.
- THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND CONFIRMING DEPTHS OF ALL THE EXISTING UTILITY LINES WITHIN PROPOSED RETENTION BASIN AREAS. IF THE BASIN CANNOT BE CONSTRUCTED PER PLAN AS A RESULT OF CONFLICT WITH UNDERGROUND UTILITIES, THE CONTRACTOR SHOULD CONTACT THE CITY AND DESIGNER AND REQUEST MODIFICATION OF THE BASIN DESIGN.
- "AS-BUILT" DRAWINGS (ONE SET OF PRINTS FOR EACH REVIEW AND A FINAL SET OF MYLARS), CERTIFIED BY THE DEVELOPER'S ENGINEER, SHALL BE SUBMITTED AND APPROVED PRIOR TO ISSUANCE OF A BUILDING CERTIFICATE OF OCCUPANCY.

- DEVELOPERS OF NEW PROJECTS SHALL PROVIDE FINANCIAL ASSURANCE IN A FORM AND AMOUNT ACCEPTABLE TO THE CITY TO COVER THE COST TO CORRECT ANY STORM WATER DRAINAGE OR DISPOSAL PROBLEMS THAT MAY ARISE DURING THE FIRST 5 YEARS FOLLOWING THE COMPLETION OF THE INITIAL PROJECT CONSTRUCTION. DURING THE 5-YEAR PERIOD, IF DISPOSAL METHODS IN USE ARE FOUND TO BE INSUFFICIENT TO DISPOSE OF RETAINED STORM WATER WITHIN A 36-HOUR PERIOD FOLLOWING A RAIN EVENT, THE DEVELOPER'S ENGINEER SHALL SUBMIT A CORRECTIVE ACTION PLAN TO THE CITY FOR REVIEW AND APPROVAL. THE SUBMITTED INFORMATION SHALL DEMONSTRATE MEASURES THAT WILL BE IMPLEMENTED TO CORRECT DEFICIENCIES IN THE SYSTEM. THE PLAN SHALL CONFORM TO THE REQUIREMENTS OF THESE GENERAL NOTES.
- PRIOR TO THE ISSUANCE OF STORM DRAIN PERMITS, STREET SUBGRADE ELEVATIONS SHALL BE GRADED TO WITHIN 0.5 FEET OF THE APPROVED PAVING PLANS, OPEN SPACES, TRACTS, AND RIGHTS-OF-WAY ELEVATIONS GRADED TO WITHIN 0.3 FEET OF APPROVED GRADING PLAN ELEVATIONS, AND PADS CERTIFIED TO BE AT OR +0.1 FOOT ABOVE THE PAD ELEVATIONS AS SHOWN ON THE APPROVED GRADING PLANS.

### CITY OF GOODYEAR GENERAL NOTES FOR STREET CONSTRUCTION

- ALL GENERAL CONSTRUCTION NOTES SHALL APPLY.
- ANY WORK PERFORMED WITHOUT APPROVAL OF THE CITY ENGINEER, AND ANY WORK/MATERIAL NOT IN CONFORMANCE WITH THE SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND ELEVATION OF ANY UTILITY LINES BEFORE STARTING CONSTRUCTION ACTIVITIES. IF THE EXISTING LINE IS FOUND TO BE IN A SUBSTANTIALLY DIFFERENT LOCATION, OR WILL ADVERSELY AFFECT THE OPERATION OF THE UTILITY, THE CONTRACTOR SHALL NOTIFY THE CITY OF GOODYEAR PRIOR TO MAKING THE CORRECTIONS. AMENDMENTS TO THE PLANS MAY BE REQUIRED PRIOR TO PROCEEDING WITH CONSTRUCTION ACTIVITIES.
- CITY OF GOODYEAR IS NOT LIABLE FOR DELAYS OR DAMAGES TO UTILITIES RELATED TO THIS CONSTRUCTION; NEITHER WILL THE CITY PARTICIPATE IN THE COST OF UTILITY CONSTRUCTION OR RELOCATION.
- AS-BUILT DRAWINGS (ONE SET OF PRINTS FOR EACH REVIEW AND A FINAL SET OF MYLARS), CERTIFIED BY THE DEVELOPER'S ENGINEER, SHALL BE SUBMITTED TO AND ACCEPTED BY THE CITY ENGINEER BEFORE FINAL ACCEPTANCE OF THE WORK. (SEE AS-BUILT REQUIREMENTS).
- CONTRACTOR SHALL CONTINUOUSLY REFERENCE LOCATION OF ALL VALVES DURING CONSTRUCTION.
- ALL UNDERGROUND UTILITIES LOCATED IN THE ROADWAY SHALL BE COMPLETED BEFORE PAVING.
- BASE COURSE SHALL NOT BE PLACED UNTIL SUBGRADE HAS BEEN APPROVED BY THE CITY CONSTRUCTION INSPECTOR.
- GUTTERS SHALL BE WATER TESTED FOR DRAINAGE IN THE PRESENCE OF THE CITY CONSTRUCTION INSPECTOR.
- THE EXACT POINT OF MATCHING TERMINATION AND OVERLAY SHALL BE DETERMINED IN THE FIELD BY THE CITY CONSTRUCTION INSPECTOR.
- CURB, GUTTER, SIDEWALK, AND PAVEMENT SHALL BE SWEEP CLEAN OF DIRT AND DEBRIS.
- CONTRACTOR SHALL INSTALL A BLUE REFLECTOR AT ALL FIRE HYDRANT LOCATIONS. REFLECTOR SHALL BE CLUED WITH A CITY APPROVED BITUMINOUS ADHESIVE TO THE FINISHED PAVING AT THE APPROPRIATE LOCATION.
- ANY SAW CUT ALONG EXISTING ROADWAY EDGE WHICH REMOVES THE EDGE OF THE ROADWAY SHALL BE A MINIMUM OF ONE-FOOT FROM THE EDGE OF THE EXISTING ROADWAY. THE CUT DISTANCE MAY BE GREATER, BASED ON PAVEMENT CONDITIONS OR ROADWAY ELEVATIONS BUT SHALL NOT BE LOCATED WITHIN A LANE WHEEL PATH, AND IF NEEDED SHALL BE IN HALF LANE INCREMENTS.
- ALL PAVEMENT MARKING, SIGNING AND CONSTRUCTION SHALL CONFORM TO MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT) PAVEMENT MARKING AND SIGNING MANUALS, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2003 EDITION - REVISION 1), THE ADOT SUPPLEMENT TO MUTCD, THE CITY OF GOODYEAR ENGINEERING STANDARDS.

### ROOSEVELT IRRIGATION DISTRICT GENERAL NOTES

- THE TERM DISTRICT AS USED IN THESE PLANS SHALL REFER TO THE ROOSEVELT IRRIGATION DISTRICT (RID).
- THE DISTRICT OBSERVER MUST APPROVE THE SCHEDULING OF ALL CONSTRUCTION ACTIVITIES WITHIN THE DISTRICT RIGHT-OF-WAY. THE DISTRICT MAY REQUIRE THAT SOME OR ALL OF THE CONSTRUCTION FOR THE PROJECT BE COMPLETED ONLY DURING A SCHEDULED DRY-UP OF THE MAIN CANAL.
- ALL CONSTRUCTION PLANS AFFECTING DISTRICT FACILITIES MUST BE REVIEWED AND APPROVED BY THE IRRIGATION DISTRICT.
- THE CONTRACTOR SHALL CONTACT DONOVAN NEESE, THE DISTRICT CONSTRUCTION OBSERVER, AT (502) 284-7017, A MINIMUM OF 15 CALENDAR DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AN RID RIGHT-OF-WAY CROSSING PERMIT(S) BEFORE ANY WORK CAN COMMENCE WITHIN THE DISTRICT RIGHT-OF-WAY.
- THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR REVIEW BY THE DISTRICT'S ENGINEER AS MAY BE NECESSARY FOR THE EXECUTION OF THE WORK AND AS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS.
- ALL EXISTING IRRIGATION FACILITIES DISTURBED BY NEW CONSTRUCTION SHALL BE RECONSTRUCTED TO CURRENT RID STANDARDS.
- ALL CONSTRUCTION INCLUDING, BUT NOT LIMITED TO: EQUIPMENT, FENCING, SPOILS, ETC. MUST REMAIN OUTSIDE OF DISTRICT RIGHT-OF-WAY UNLESS OTHERWISE APPROVED BY DISTRICT CONSTRUCTION OBSERVER.
- EXISTING RID FACILITIES MUST REMAIN OPERATIONAL, AND SHALL NOT BE DISTURBED OR RENDERED INACCESSIBLE TO RID OPERATIONS AND MAINTENANCE STAFF.

### ROOSEVELT IRRIGATION DISTRICT GRADING NOTES

- THE CONTRACTOR SHALL PROVIDE SMOOTHLY AND EVENLY GRADED FINISHED GROUND SURFACES ABOUT ALL DISTRICT FACILITIES WITHIN THE PROJECT AREA.
- THE CONTRACTOR SHALL IMPORT ADDITIONAL FILL MATERIAL OR EXPORT EXCESS CUT MATERIAL AS REQUIRED TO PROVIDE SATISFACTORY FINISHED GRADING ABOUT DISTRICT FACILITIES AS INDICATED ON THE APPROVED PLANS OR AS DIRECTED BY THE DISTRICT CONSTRUCTION OBSERVER.
- FINISHED GRADING SHALL BLEND SMOOTHLY INTO EXISTING GRADES.
- FINISHED SURFACES SHALL BE GRADED TO DIRECT DRAINAGE AWAY FROM DISTRICT FACILITIES.
- ODM ROADS SHALL BE CONSTRUCTED WITH A MINIMUM ELEVATION 6" ABOVE ADJACENT AND A 2% CROSS SLOPE UNLESS OTHERWISE NOTED.
- ODM ROADS ADJACENT TO CANAL PRISM SHALL BE CONSTRUCTED WITH A MINIMUM ELEVATION 6" ABOVE ADJACENT FIELDS AND A 2% CROSS SLOPE UNLESS OTHERWISE NOTED.

### CONTRACTOR NOTES

- ANY IMPROVEMENTS DAMAGED OR REPLACED DURING CONSTRUCTION SHALL BE REPLACED WITH IMPROVEMENTS THAT MEET THE CURRENT CITY OF GOODYEAR STANDARDS AT CONTRACTORS EXPENSE.
- RESTORE ANY PUBLIC OR PRIVATE LANDSCAPING DISTURBED TO ORIGINAL OR BETTER CONDITIONS.

### ESTIMATED EARTHWORK

VOLUMES LISTED BELOW WERE CALCULATED USING AVAILABLE TOPOGRAPHIC DATA AND EXISTING FIELD CONDITIONS. VOLUME INFORMATION DOES NOT REFLECT SHRINK/SWELL, CLEAR/DRUB, PRE-COMPACTON, LOSSES DUE TO OVER EXCAVATION, ETC. CONTRACTOR SHALL SATISFY HIMSELF AS TO ACTUAL FIELD CONDITIONS, AND ANTICIPATED CONDITIONS DURING TIME OF CONSTRUCTION, AND SHALL BASE THEIR QUANTITY TAKE OFF AND BID ACCORDINGLY.

ANY EXCESS MATERIAL SHALL DISPOSED OF AT CONTRACTORS EXPENSE. NO MATERIAL IS ANTICIPATED TO BE STOCKPILED ON ADJACENT PARCELS. HAUL ROUTE PLAN FOR EXCESS MATERIAL MUST BE APPROVED BY CITY.

NOTE: BELOW QUANTITIES ARE BASED ON CONSTRUCTION OF BOTH THE SAT SITE AND PHASE II ROADWORK. CONTRACTOR SHALL PERFORM QUANTITY TAKE OFF AND ADJUST BID BASED ON CONSTRUCTION OF THE SAT SITE AND PHASE II ROADWORK.

CUT: 22,188 C.Y.

FILL: 14,455 C.Y.

NET (CUT): 7,733 C.Y.

**RITCHIE-POWELL & Associates**  
402-983-1177  
www.ritchypowell.com  
5727 N. 7TH ST SUITE 120  
PHOENIX, AZ 85014



WARNING OVERHEAD POWER LINES WITHIN PROJECT LIMITS		CAUTION UNDERGROUND HIGH PRESSURE GAS LINES WITHIN PROJECT LIMITS	
PROJECT TITLE GOODYEAR BLVD. IMPROVEMENTS YUMA RD. TO ESTRELLA PKWY - PHASE II		PROJECT NO. 02-15-3334	
DATE 10/18/2016		DESIGNED BY AS-BUILT	
DRAWN BY JPA		CHECKED BY GMB	
SCALE 1"=40'		SHEET NO. 02 OF 69	



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### **PROPOSED WORK**

Project scope of work includes roadway, utility, drainage, removals and storm drain installations, as well as utility and municipal coordination. The construction consists of paving and drainage improvements to Goodyear Boulevard, Estrella Parkway, Yuma Road. Goodyear Boulevard shall be widened along the south/east sides, adjacent to previous roadway improvements. Goodyear Boulevard will be new roadway construction, with raised median from Yuma Road to Estrella Parkway. Yuma Road will be widened on the north side from Goodyear Boulevard to the east to provide a right turn lane.

Generally, the project includes approximately 3,900 linear feet of roadway improvements along Goodyear Boulevard from just south of Yuma Road to just east of Estrella Parkway and 450 linear feet of roadway improvements along Yuma Road east of Goodyear Boulevard.

Proposed 8" water and sewer stub extensions are to be installed in Goodyear Boulevard from the center of the median east/south. New streetlights will be installed in the median of Goodyear Boulevard. Additionally, new electrical services, streetlights, and dry utility conduit will be installed.

The intersection of Sherman Street and Goodyear Boulevard will include removal and salvage of existing signal structures/equipment and installation of new traffic signals (existing controller to remain). The intersection of Goodyear Boulevard and Yuma Road will include the modification of traffic signals.

The City's S.A.T. Recharge property to the east/south of Goodyear Boulevard will be regraded, including basin modifications, berm, maintenance road, new retention basin, new fencing and other earthwork activities.

### **CONTRACT TIME**

The Contractor shall complete all project work with **150** total calendar days. All work on the City S.A.T. Recharge Property, including fence removal/installation, shall be completed within **30** calendar days from notice to proceed. Based on lead time of signal equipment, poles and ancillary items, there will be a project shut down anticipated at 50 consecutive calendar days. At the end of the shut-down, all project work shall be substantially complete no later than **90** calendar days, with an additional **30** calendar days for final completion. All lanes shall be open to normal traffic and signals fully functional and accepted by the City prior to July 21, 2017.

**ITEM 401.30010 ALLOWANCE FOR UNIFORMED, OFF-DUTY LAW ENFORCEMENT OFFICER (CITY OF GOODYEAR LAW ENFORCEMENT OFFICER)**

**ITEM 401.30011 ALLOWANCE FOR UNIFORMED, OFF-DUTY LAW ENFORCEMENT OFFICER (NON CITY OF GOODYEAR LAW ENFORCEMENT OFFICER)**

General:

These items are to be used where the City requires the Contractor to provide the services of off-duty uniformed police officers under special circumstances as directed by the Contract Administrator.

Authorization:

The use of this bid item is only through written direction of the Contract Administrator and will include the maximum allowable hourly charge rate authorized by the Contract Administrator as indicated on the bid tab. Daily reports itemizing the use and number of hours worked for each officer authorized shall be submitted with each payment application along with a copy of the Contract Administrator's written authorization. All reports shall be verified and signed daily by the City Inspector.

Officers:

City of Goodyear off-duty uniformed police officers shall be used. In the event City officers are not available, law enforcement officers from other local agencies may be used in their place. The use of non-City of Goodyear off-duty uniformed police officers shall be minimized as much as possible. Contractor must coordinate and contract with a service acceptable to the Contract Administrator when using non-City of Goodyear off-duty uniformed police officers. The officers shall be thoroughly familiar with the requirements for which their use is intended.

Measurement and Payment:

The provisions of MAG Subsections 401.6. The total amount indicated on the schedule of bid items will be adjusted accordingly by the Contract Administrator to reflect the actual amount used.

Measurement and payment for off-duty law enforcement officer shall be made on the basis of the contract unit price bid per each hour, and includes officer, vehicle, insurance, any bonds and administrative costs. No trip charges are allowed. Contractor shall submit progressive pay requests to the City and/or Engineer to be reviewed and accepted for reimbursement of incurred costs for each payment cycle. Price bid shall include all labor, material, and equipment in accordance with the plans, details, and these special provisions.

**ITEM 405.12011 SURVEY MARKER PER MAG STD DET 120-1 TYPE B**

General:

Contractor shall not order any material for this item until the exact locations for the new pole foundations have been identified by the Contractor and approved by the City. In addition, no equipment shall be ordered until approval of equipment submittals is provided by the City of Goodyear. Any equipment purchase/order without written approval of the submittals by the City shall be at the Contractor's own risk.

Contractor shall not pour concrete foundations until foundation locations, elevations, and signal foundation bolt pattern is obtained and verified.

**Measurement and Payment:**

Measurement for foundations shall be made on the basis of the contract unit price bid per each, as shown in the construction plans and bid tab. Price bid shall include all labor, material, and equipment necessary to install each item, complete in place, in accordance with the plans, details, and these Special Provisions.

**ITEM 472.60239 POLE, MODULAR TYPE A-2 (CITY OF TEMPE STD DETAIL T-559)**

**ITEM 472.60242 POLE, MODULAR TYPE Q, 30' MAST ARM (CITY OF TEMPE STD DETAIL T-552)**

**ITEM 472.60243 POLE, MODULAR TYPE Q, 40' MAST ARM (CITY OF TEMPE STD DETAIL T-552)**

**ITEM 472.60244 POLE, MODULAR TYPE Q, 45' MAST ARM (CITY OF TEMPE STD DETAIL T-550)**

**ITEM 472.60248 POLE, ARCHITECTURAL POLE (APS STD DETAIL 8050S)(DUAL MAST ARMS)**

**ITEM 472.60249 MAST ARM, 8' X 8' HI-RISE (APS STD DETAIL 8050S)**

**Description:**

The work for these items consists of the furnishing all the necessary materials, labor, tools, and equipment to provide and install traffic signal modular and street light poles in accordance with the plans and specifications presented here in.

The Contractor shall install signal poles per City of Tempe standard details. Streetlight poles shall be installed per APS standards and per the plans and these special provisions.

Contractor shall not order any material for this item until the exact locations for the new poles have been identified by the Contractor and approved by the City. In addition, no equipment shall be ordered until approval of equipment submittals is provided by the City of Goodyear. Any equipment purchase/order without written approval of the submittals by the City shall be at the contractor's own risk.

**Measurement and Payment:**

Measurement for signal & lighting pole/mast arms shall be made on the basis of the contract unit price bid per each, as shown in the construction plans and bid tab. Price bid shall include all labor, material, and equipment necessary to install each item, complete in place and fully functional per City requirements, in accordance with the plans, details, and these Special Provisions. No separate measurement or payment will be made for Contractor picking up and delivering borrowed signal equipment/poles or for their return, the cost of which shall be inclusive of the price for the associated bid item.

**475 TRAFFIC SIGNAL DETECTORS**

**ITEM 475.83012 PEDESTRIAN PUSH BUTTON (POLARA TYPE BULLDOG)**  
**(INCLUDING SIGN)**

**General:**

Pedestrian push buttons shall be Polara Type Bulldog. The push button shall be raised from, or flush with, the push button housing. The force required to activate the control shall be no greater than 5 LBS of force.

Provide and install R10-3B (L) OR (R) pedestrian push button sign on housing.

Pedestrian push buttons shall be mounted in accordance with ADOT standard drawing T.S. 4-21, except the center of the push button shall be 36 inches to 42 inches above the finished sidewalk.

**Measurement and Payment:**

Pedestrian Push Buttons shall be measured as each, which includes furnishing and installation in accordance with the specifications identified with this document and on the plans. Payment for Pedestrian Push Buttons will be paid for at the unit price indicated on the Schedule of Bid items on a per each basis, which will be made when the work is completed as described herein and on the plans and include the materials, labor, tools, and equipment necessary to complete the work.

**ITEM 475.83015 EMERGENCY PRE-EMPTION - (4-RECEIVERS)**

**Description:**

**Optical Detector Modules**

The detector shall be mounted as shown in the plans and shall be optical devices, such as a strobe light on the approved emergency vehicle, light sensitive sensor at the traffic signal and interface card(s) in the controller cabinet. They shall be field adjusted at the approximate mounting location in order to provide an unobstructed line-of-site view along the route of the approaching priority vehicle. City shall loan Contractor three receivers for installation, and shall furnish back to the City same number of in kind receivers. Contractor shall deliver all equipment for the fourth receiver to the city for future installation.

**Phase Selector and System Chassis**

A phase selector shall be installed and wired to provide a complete priority system as shown in the plans. A system chassis shall be used to install the phase selector interface cards.

**Detector Cable**

Detector cable shall be installed as shown on the plans to deliver the necessary signal to the phase selector discriminator circuitry. Cables shall run un-spliced from the sensor on the signal support to the controller cabinet terminals.

**Measurement and Payment:**

This item will be measured on a lump basis and includes but not limited to detectors, mountings, cables and interface card(s) as specified in the plans or by the City. Payment



## **476 TRAFFIC SIGNAL INDICATIONS AND MOUNTING ASSEMBLIES**

**ITEM 476.02011 TRAFFIC SIGNAL FACE (PEDESTRIAN MAN/HAND) (COUNTDOWN NUMERIALS)**

**ITEM 476.02012 TRAFFIC SIGNAL FACE (TYPE E)**

**ITEM 476.02013 TRAFFIC SIGNAL FACE (TYPE F)**

**ITEM 476.02014 TRAFFIC SIGNAL FACE (TYPE Q)**

**ITEM 476.62016 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE E) (CITY OF TEMPE) (STD DETAIL T-561)**

**ITEM 476.62017 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE F) (CITY OF TEMPE) (STD DETAIL T-561)**

**ITEM 476.62018 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE Q) (CITY OF TEMPE) (STD DETAIL T-561)**

**ITEM 476.62020 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE M/H) (CITY OF TEMPE) (STD DETAIL T-561)**

### **General:**

Traffic Signal Indications and Mounting Assemblies shall be provided, installed, measured and paid for in accordance with ADOT Traffic Signal and Lighting Standard Details current edition, ADOT Standard Specifications for Road and Bridge Construction, current edition, Section 733, except as specified herein, City of Goodyear Specifications, and the plans.

All traffic signal indications shall be Light Emitting Diode (LED) modules.

The LED signal heads must meet or exceed the specifications published by the Institute of Transportation Engineers: Vehicle Traffic Control Signal Heads – Part 2; Light Emitting Diode (LED) Vehicle Traffic Control Signal Modules, An Interim Purchase Specification.

All pedestrian signal indications shall be In-line Man/Hand Light Emitting Diode (LED) pedestrian countdown indications.

### **Measurement and Payment:**

Traffic Signal Face and Traffic Signal Mounting Assemblies shall be measured as each, which includes providing and installation in accordance with the specifications identified with this document and on the plans. Payment for Traffic Signal Face and Traffic Signal Mounting Assemblies will be paid for at the unit price indicated on the Schedule of Bid items on a per each basis, which will be made when the work is completed as described herein and on the plans and include the materials, labor, tools, and equipment necessary to complete the work

## **477 HIGHWAY SIGN LIGHTING**

**ITEM 477.81002 LUMINAIRE (HORIZONTAL MOUNT) (GE EVOLVE LED) (MODEL ERS30NXCX5402DKB2)**

**ITEM 477.81502 LUMINAIRE (HORIZONTAL MOUNT) (250 HPS) (APS DETAIL 8050S)**

General:

Street and Sign lighting shall be provided, installed, measured and paid in accordance with ADOT Traffic Signal and Lighting Standard Details current edition, ADOT Standard Specifications for Road and Bridge Construction, current edition, Section 736, except as specified herein, City of Goodyear Specifications, and the plans.


Measurement and Payment:

Luminaires shall be measured as each, which includes providing and installation in accordance with the specifications identified with this document and on the plans. Payment for Luminaires will be paid for at the unit price indicated on the Schedule of Bid items on a per each basis, which will be made when the work is completed as described herein and on the plans and include the materials, labor, tools, and equipment necessary to complete the work.

## **ITEM 477.84001 INTERNALLY ILLUMINATED STREET NAME SIGN**

Description:

Illuminated street name signs shall be installed on the traffic signal pole structures in the traffic signal mast arm by the Contractor per the plans. The signs shall be manufactured by Fluoresco Lighting-Sign Maintenance Corp., Phoenix, Arizona and shall be integral to the traffic signal mast arm structure. The Contractor shall submit street name formats for approval by the City of Goodyear prior to ordering. Signs shall be controlled with photoelectric cell mounted on the controller cabinet.

	<b>Solicitation Amendment No. 2</b>	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7845
	<b>Solicitation No. 17-3818</b> <b>Revised - Solicitation Due Date: <u>January 4, 2017</u></b> <b>Time: 3:00 pm</b>	

**Goodyear Boulevard Improvements**  
**Phase II Yuma Road to Estrella Parkway**

The solicitation due date has changed from December 15, 2016 to **January 4, 2017**, 3:00 p.m. (Arizona time).

QUESTION: Will the City release the plan holder's list or bidder's list?

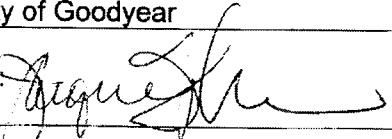
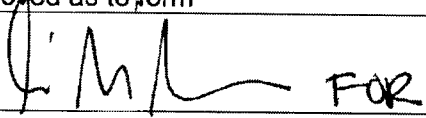
ANSWER: The City doesn't maintain a plan holder's list nor a bidder's list. The City has included a listing of businesses that have downloaded the solicitation, refer to pages 2 and 3, titled, IFB-17-3818, Downloader's Bid List.

No further questions will be accepted for this solicitation.

A third Solicitation Amendment is currently being drafted and is forthcoming.

***No other terms, conditions, or performance standards written or implied are changed.***

Procurement Officer: Victoria Jackson, CPPB

City of Goodyear	Approved as to form
By: 	By:  FOR
Jacque Behrens, CPPB	Roric Massey, City Attorney

**Acknowledgement by Contractor**

Contractor hereby acknowledges receipt and understanding of the above amendment. Contractor shall sign and return with their submittal.

Contractor Signature:  Date: 12/14/16  
Michael R. Steg, Vice President



## Solicitation Amendment No. 2

Solicitation No. 17-3818

Revised - Solicitation Due Date: January 4, 2017

Time: 3:00 pm

Office of Procurement  
190 N. Litchfield Road  
P.O. Box 5100  
Goodyear, AZ 85338  
Phone: 623-882-7845

### IFB 17-3818 – Downloader's Bid List:

Company Name:	Mailing Address:
Nesbitt Contracting Co., Inc.	100 S. Price Road#Tempe#AZ#85281
Sunland , INC. Asphalt & Sealcoating	3002 S. Priest Drive#Tempe#AZ#85282
Redpoint Contracting	139506 N Daisy Mtn Dr, # 122#Phoenix#AZ#85086
Prime Vendor	4622 Cedar Ave#Wilmington#NC#28403
deltek	2291 Wood Oak Drive#herndon#VA#20171
Prime Vendor	4622 Cedar Ave#Wilmington#NC#28403
Deltek	2291 Wood Oak Drive#Herndon#VA#20171
Bidnet	15 British America Blvd#Latham#NY#12110
Contractors Register, Inc.	P.O. Box 500#Jefferson Valley#NY#10535
Viasun Corporation	3621 East Superior Ave.#Phoenix#AZ#85040
The Blue Book	800 E. Main Street#Jefferson Valley#NY#10535
J. Banicki Construction, Inc.	4720 E. Cotton Gin loop, Ste. 240#Phoenix#AZ#85040
crdotcom	4350 e camelback rd#Phoenix#AZ#85018
Combs Construction Company	PO box 10789#Glendale#AZ#85318
CS Construction, Inc.	22023 N 20th Ave, Suite A#Phoenix#AZ#85027
AJP Electric, Inc.	11250 N. Cave Creek Rd.#Phoenix#AZ#85020
Roadway Electric LLC	2035 W. Mountain View Rd#Phoenix#AZ#85021
sierra transportation & technologies	P O Box 778410#henderson#NV#89077
Auza Contracting, Inc	5163 W Latham St#Phoenix#AZ#85043
KATO	56 NEQ#ALABAMA#AL#651606
Cem-Tec Corp.	P.O BOX 8206#PHOENIX#AZ#85066
Shirley's Plan Service	425 S. Plumer Ave#Tucson#AZ#85719
COMBS CONSTRUCTION CO INC	PO BOX 10789#GLENDALE#AZ#85318
Rummel Construction	7520 East Adobe Dive #Scottsdale#AZ#85255
RK Sanders, Inc	3028 w lincoln st#phoenix#AZ#85009
T&T Construction	12014 N Falcon Drive#Fountain Hills#AZ#85268
Standard Construction Company, Inc	810 E Western Avenue#Avondale#AZ#85323
Cole and Associates, Inc.	2701 East Camelback Road, Suite 175#Phoenix#AZ#85016
BidJudge	3324 E. Ray Rd#Higley#AZ#85236
Arizona Builder's Exchange	1700 N McClintock#Tempe#AZ#85281
Farnsworth Wholesale	4863 E. Ingram#Mesa#AZ#85205
Axiom Contracting	PO Box 6180#Peoria#AZ#85383
Farnsworth Wholesale	4863 E. Ingram#Mesa#AZ#85205
Monhar Construction, Inc.	1110 Highway 26#Goodyear#AZ#L0L 1X
Auza Contracting	5163 W. Latham St#Phoenix#AZ#85043
rk sanders, inc	3028 w lincoln st#phoenix#AZ#85009
Blucor Contracting, Inc.	21738 E. Orion Way#Queen Creek#AZ#85142
Ferguson Waterworks	111 E. BUCKEYE#PHOENIX#AZ#85004



## Solicitation Amendment No. 2


**Solicitation No. 17-3818**

**Revised - Solicitation Due Date: January 4, 2017**

**Time: 3:00 pm**

Office of Procurement  
190 N. Litchfield Road  
P.O. Box 5100  
Goodyear, AZ 85338  
Phone: 623-882-7845

Blucor Contracting, Inc.	21738 E. Orion Way#Queen Creek#AZ#85142
C&S Sweeping	PO Box 24479#Phoenix#AZ#85074
Blucor Contracting, Inc.	6939 E. Parkway Norte#Mesa#AZ#85212
Dana Kepner Company	2401 S. 19th Avenue#Phoenix#AZ#85009
TALIS Construction Corporation	2342 S. McClintock Drive#Tempe#AZ#85282
AJP Electric, Inc.	11250 N. Cave Creek Rd.#Phoenix#AZ#85020
TLL Electric Inc	107 W. Wade Lane Suite 5#Payson#AZ#85541
Contractors West	1830 W Broadway Rd#Mesa#AZ#85202
Redpoint Contracting	139506 N Daisy Mtn Dr, # 122#Phoenix#AZ#85086
Sellers and Sons, Inc.	7301 S. Rainbow Road#Buckeye#AZ#85326
Paveco Inc.	P.O. Box 1067#Sun City#AZ#85372
Ferguson Waterworks	111 E. BUCKEYE#PHOENIX#AZ#85004
Main Street Signs	3418 S. 48th Street, Unit 310#Phoenix#AZ#85040
Kimbrell Electric	7593 North 73rd Avenue#Glendale#AZ#85303
Arizona Traffic Signal	840 n 52nd ave#phoenix#AZ#85043
ACS Services LLC	2235 West Broadway Road#Mesa#AZ#85202
RAMM Engineering	2105 S. Hardy Dr #13#Tempe#AZ#85282
Ferguson Waterworks	111 E. BUCKEYE#PHOENIX#AZ#85004
Arizona Traffic Signal	840 n 52nd ave#phoenix#AZ#85043

	<b>Solicitation Amendment No. 1</b>	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7845
	<b>Solicitation No. 17-3818</b> <b>Solicitation Due Date:</b> December 15, 2016 <b>Time:</b> 3:00 pm	

**Goodyear Boulevard Improvements**  
**Phase II Yuma Road to Estrella Parkway**

**QUESTION 1.**

**Q1.** On sheet GN01, heading ESTIMATED EARTHWORK; it states "excess material will be stored and compacted adjacent to the project limits on City of Goodyear owned parcels". Are there parcels that can accommodate 7,733 CY of soil? If so, how far away is the dump site?

**A1. EXCESS MATERIAL**

Excess material shall be removed from the Work site and wasted at a location approved by the City Representative. Any excess dirt needs to be hauled off and disposed of by the Contractor at their expense. Broken concrete and asphalt are to be delivered to a sanitary landfill at Contractor's expense. The prevailing regulations and fee schedule will not be waived for Work under this Project. All materials, to be disposed of at the landfill, shall be weighed and disposed of at the prevailing rate at the Contractor's expense.

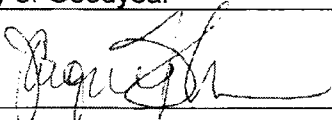
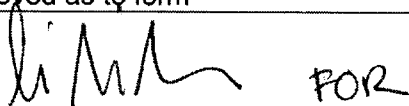
**QUESTION 2.**

**Q2.** Is there an engineer's estimate for Goodyear Blvd Improvements?

**A2.** The engineers estimate is approximately \$2.2 million. This estimate includes all taxes and bonds.

***No other terms, conditions, or performance standards written or implied are changed.***

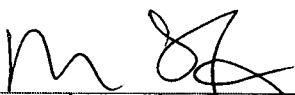
Procurement Officer: Victoria Jackson, CPPB

City of Goodyear	Approved as to form
By: 	By:  FOR
Jacquie Behrens, CPPB	Roric Massey, City Attorney


**Acknowledgement by Contractor**

Contractor hereby acknowledges receipt and understanding of the above amendment. Contractor shall sign and return with their submittal.

Contractor Signature:

  
Michael R. Steg, Vice President

Date: 12/13/16

	<b>CITY OF GOODYEAR</b>	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7845
	<b>Invitation For Bid</b>	

**Solicitation Number:** 17-3818

**Materials and/or Service:** Goodyear Boulevard Improvements – Phase II Yuma Road to Estrella Parkway

**Solicitation Due Date:** December 15, 2016      **Time:** 3:00 pm (Arizona Time)

**Mailing Address:** City of Goodyear, City Hall Front Desk  
190 North Litchfield Road  
P.O. Box 5100  
Goodyear, AZ 85338

**Procurement Officer:** Victoria Jackson, CPPB  
**Phone:** 623-882-7845  
**Email:** [Victoria.jackson@goodyearaz.gov](mailto:Victoria.jackson@goodyearaz.gov)

All bids must be received by the City of Goodyear, City Hall Front Desk, at the specified location by the date and time cited above. Late bids will not be considered. Bids received by the correct date and time shall be publicly opened and read. Bidders are advised to carefully read the entire Solicitation Package. Bids that do not comply with all Instructions to Bidders may be disqualified.

Bidders must register as a vendor with the City of Goodyear at <https://procurement.goodyearaz.gov/bsol/> to obtain a solicitation packet. Solicitation packages can be obtained by downloading from the City of Goodyear's website: [www.goodyearaz.gov](http://www.goodyearaz.gov) and following these instructions: Enter City website, click on BUSINESS, click on Vendor Services/Procurement, click on Solicitations for Bids/Proposals, click on IFB 17-3818. Should you experience problems downloading the solicitation, contact Victoria Jackson, CPPB at the above email address.

All communications concerning this solicitation must be directed to responsible procurement staff person identified above, via email only. Communications with other city staff may disqualify you from the evaluation process.

**OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION**

Published in the Arizona Republic Southwest Section on: 11/26/16, 11/30/16, 12/2/16, and 12/7/16



# CITY OF GOODYEAR

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Office of Procurement  
190 N. Litchfield Road  
P.O. Box 5100  
Goodyear, AZ 85338  
Phone: 623-882-7845

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Attachment B – Goodyear Blvd Special Provisions

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Attachment D – APS Plan

(1 page)





## CITY OF GOODYEAR

### Instructions to Bidders

Office of Procurement  
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#### 1. **PREPARATION OF OFFER**

- a. It is the responsibility of all Bidders to examine the entire solicitation package and seek clarification from the responsible Procurement Specialist of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid.
- b. All offers shall be on the forms provided in the solicitation package. It is permissible to copy these forms if required. Telegraphic (facsimile) or email bids will not be considered
- c. The Offer and Acceptance document shall be returned with the submittal with an original blue ink signature by a person authorized to sign the Offer. Pricing documents and other documents which require information to be filled in must be done in ink, typewritten or computer printed. No bids will be accepted if pencil is used. Erasures, interlineations, or other modifications in the bid shall be initialed in original blue ink by the authorized person signing the bid.
- d. It is the Bidder's responsibility to obtain a copy of any addenda relevant to this solicitation. Failure to submit addenda with the solicitation response may be grounds for deeming a bid non-responsive.
- e. Bids shall be submitted in a sealed envelope provided by the Bidder, and should include the Bidder's name, address and solicitation number on outside of the sealed envelope/package.
- f. Periods of time, stated as a number of days, shall be calendar days.
- g. It is the responsibility of the Bidder to submit the bid at the place and by the time provided in the solicitation.
- h. Negligence in preparing a bid confers no right of withdrawal after the due date and time of the bid. No bid shall be altered, amended, or withdrawn after the specified offer due date and time.
- i. Offers shall include all costs as described and indicated by the specifications. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
- j. If price is a consideration, and in case of error in the extension of prices in the bid, the unit price shall govern.
- k. The City shall not reimburse the cost of developing, presenting, or providing any responses to this solicitation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- l. Bidder shall submit one (1) original, marked "original" and one (1) copy of their bid with their submittal. Bid shall be submitted single-sided and one (1) CD-ROM of the proposal containing all original documents.



## CITY OF GOODYEAR

### Instructions to Bidders

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2. **SERIAL NUMBERS**

Bids shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.

3. **BRAND NAMES**

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purposes of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to establish the quality, design or performance which is desired. Any Bidder which proposes equal or greater quality, design or performance may be considered. The city has the sole authority to accept or reject any like items.

4. **SUBSTITUTIONS OR EXCEPTIONS**

The City reserves the option to not consider bids for award if the Bidder: i) takes any exception to the specifications and the City does not agree or accept the proposed changes; or ii) proposes a unit which does not meet the City's specifications exactly and the Bidder does not additionally propose the specified unit prior to bid opening, and the City rejects the alternative identified.

5. **DESCRIPTIVE LITERATURE**

All bidders shall include complete manufacturer's descriptive literature regarding the equipment and goods they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the bid submitted. Failure to include this information may result may result in the bid being rejected.

6. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL**

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

7. **INQUIRIES**

Any questions related to the solicitation shall be directed to the responsible Procurement Specialist whose name appears on the front page **via email only**. The Bidder shall not contact or ask questions of other City staff or the City department for which the requirement is being procured. Any correspondence related to a solicitation should refer to the solicitation number, page, and paragraph number. All questions must be submitted no later than the close of business seven (7) calendar days prior to the opening date.

8. **LATE BIDS/MODIFICATIONS/WITHDRAWALS**

Bids, modifications of bids, and withdrawals received *after* the due date and time specified for receipt will be rejected and returned to the Bidder unopened. A Bidder (or designated representative) may withdraw their bid via email to the responsible Procurement Specialist any time *prior* to the solicitation due date and time.

9. **PUBLIC RECORD/CONFIDENTIAL INFORMATION**

All bids submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award. If the Bidder believes that any information provided throughout the procurement process should be withheld as confidential, it is the responsibility of the Bidder to submit to the Procurement Manager a statement when the confidential



## CITY OF GOODYEAR

### Instructions to Bidders

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information is submitted which identifies those items the Bidder believes to be confidential and the legal reason(s) why they are confidential. The Procurement Manager shall review the request for confidentiality and advise the Bidder in writing if the information will be treated as confidential by the City. If the City receives a public records request for any of the information determined to be confidential by the Procurement Manager, the City will use reasonable efforts to give notice to the Bidder prior to the release of the information.

**10. BID ACCEPTANCE PERIOD**

In order to allow for an adequate evaluation, the City requires a bid in response to this Solicitation to be valid for one hundred twenty (120) days after the opening time and date.

**11. DISCUSSIONS**

The City reserves the right to conduct discussions with Bidders for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal in order to clarify a bid and assure full understanding of, and responsiveness to, solicitation requirements.

**12. PERSONNEL**

It is essential that the Bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this Solicitation. The Bidder agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the City.

**13. AWARD OF CONTRACT**

- a. The contract will be awarded pursuant to the provisions of the City of Goodyear Procurement Code. Unless the Bidder states otherwise, or unless provided within this solicitation, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. Notwithstanding any other provision of this solicitation, the Procurement Manager further reserves the right to i) waive any immaterial defect or informality; ii) reject any or all bids, or portions thereof; iii) reissue the solicitation; or iv) modify or cancel this solicitation.
- b. A response to a solicitation is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's solicitation and the written amendments thereto, if any. If City Council approval is necessary, bids do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Bidder(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract.
- c. In the event the City should receive two or more identical bids, the awardee will be determined by lottery.

**14. BUSINESS REGISTRATION PERMIT**

All Bidders awarded contracts with the City shall be required to obtain a City of Goodyear Business Registration Permit through the Goodyear Business Registration Office. For further information call Finance, Joe Lewandowski at (623) 882-7899 or [joe.lewandowski@goodyearaz.gov](mailto:joe.lewandowski@goodyearaz.gov)



## CITY OF GOODYEAR

### Instructions to Bidders

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#### 15. **PROTESTS**

- a. Any interested party may protest a solicitation issued by the City or the proposed award or the award of a City Contract by submitting a request in writing with the Procurement Manager for the City of Goodyear, with a copy directed to the City Attorney for the City of Goodyear as follows:

Jacque Behrens, CPPB  
Procurement Manager  
City of Goodyear  
P.O. Box 5100  
190 North Litchfield Road  
Goodyear, AZ 85338

Roric Massey  
City Attorney  
City of Goodyear  
P.O. Box 5100  
190 North Litchfield Road  
Goodyear, AZ 85338

- b. Writing: All protests must be in writing and shall include the following information:
- The name, address and telephone number of the protester;
  - The signature of the protester or its representative;
  - The solicitation or contract number;
  - A detailed statement of the legal or factual grounds of the protest including copies of relevant documents; and
  - The form of relief requested. R3-4-16.01
- c. Time Frame: To be considered, protests must be filed during the time frame identified in the procurement code.
- *Protests of a solicitation* must be filed within five (5) days of the first advertising of the solicitation.
  - *Protests of an award* must be filed within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award.
- d. The Procurement Manager is required to notify all interested parties that a protest has been filed.

16. **CONFLICT OF INTEREST** Offerors shall fully disclose all known and potential conflicts that could influence or appear to influence their judgment or the quality of their services.

### END OF INSTRUCTIONS TO OFFERORS




## CITY OF GOODYEAR

### Standard Terms and Conditions

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#### ARTICLE 1. DEFINITIONS

- 1.1 “ADA” means the Americans with Disabilities Act of 1990, as amended.
- 1.2 “Addenda” written or graphic instruments issued prior to the submittal of the Bid(s), which clarify, correct or change the Bids(s) requirements.
- 1.3 “Agreement” or “Contract” means this written document signed by the City and Contractor covering the construction of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.
- 1.4 “ASTM” means the American Society for Testing and Materials.
- 1.5 “AWWA” means American Water Works Association.
- 1.6 “Change Order” (Amendment) means a written instrument issued after execution of this Agreement signed by City and Contractor, stating their agreement upon all of the following: the scope of the change in the Work; the amount of the adjustment to the Contract Price; the extent of the adjustment to the Contract Time(s) or modifications of other contract terms.
- 1.7 “City” means the City of Goodyear.
- 1.8 “City and Owner” means the City of Goodyear, a municipal corporation, with whom Contractor has entered into this Contract and for whom the services is to be provided pursuant to said Contract.
- 1.9 “City Manager” means the manager of the City of Goodyear or designee.
- 1.10 “City’s Representative” means the person or his/her designee authorized by the City of Goodyear to function on behalf of the City with reference to this Project.
- 1.11 “Contract” means this Goods/Services Contract and any attachments referenced herein, fully completed and executed between the City of Goodyear and the Contractor.
- 1.12 “Contract Documents” means the Notice to Contractors, Solicitation, Instructions to Bidders, Standard Terms and Conditions, Scope of Work, Supplemental General Conditions, Special Provisions, Supplemental Specifications, Proposal, Proposal Acknowledgement, Contract, Payment Bond, Performance Bond, Certificates of Insurance, Construction Documents, Bid Proposal, Subcontractor Listing, Construction Drawings, Contractor’s Affidavit Regarding Settlement of Claims, Plans, Addenda and Exhibits.
- 1.13 “Contract Price/Fee Schedule” means the amount or amounts set forth in Article 5 subject to adjustment in accordance with this Agreement.
- 1.14 “Contract Time” means the period of time, as set forth in Article 4, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

	<b>CITY OF GOODYEAR</b>	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7845
	<b>Standard Terms and Conditions</b>	

- 1.15 “Contractor” means the individual, partnership, entity or corporation who, as a result of the competitive process, is awarded a contract by the City of Goodyear to provide goods and/or services.
- 1.16 “Construction Documents” means the approved construction plans, specifications and drawings prepared by the engineer.
- 1.17 “Construction Drawings” means the detailed drawings approved as part of the Construction Documents.
- 1.18 “Construction Fee” means the Contractor’s administrative costs, home office overhead, and profit.
- 1.19 “Cost of the Work” means the direct costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees (if not paid for by City), materials testing, and related items. The Cost of the Work shall not include the Contractor’s Construction Fee, General Conditions Costs, or taxes.
- 1.20 “Critical Path” means the sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.
- 1.21 “Days” means calendar days unless otherwise specified herein.
- 1.22 “Deliverables” means the Work products prepared by the Contractor in performing the scope of Work described in this Contract. Some of the major deliverables to be prepared and provided by the Contractor during the construction phase may include but are not limited to: Project Schedule, cost estimates, cash flow projections, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team.
- 1.23 “Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ or are not reasonably inferable from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.
- 1.24 “Engineer” means a person, firm or corporation duly authorized by the City, to act for the City inspecting materials and construction, interpreting plans and specifications, and such other Work as provided in the Contract Documents.
- 1.25 “Final Acceptance” means the completion of the Project as provided in Article 4.
- 1.26 “Legal Requirements” means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project, Site or Work.
- 1.27 “Litigation Expense” means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys’ fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.



## CITY OF GOODYEAR

### Standard Terms and Conditions

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- 1.28 “Loss” means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.
- 1.29 “Materials” means in addition to materials incorporated in the Project, equipment and any other material used and/or consumed in the performance of the Work.
- 1.30 “Notice to Proceed and NTP” means the directive issued by the City, authorizing the Contractor to start Work.
- 1.31 “Payment Request” means the City form used by the Contractor to request payment for Work in accordance with Article 7.
- 1.32 “Performance Period” means the period of time allotted in the Contract Documents to complete the construction comprised within the Contract Documents.
- 1.33 “Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the construction.
- 1.34 “Project” “Services” or “Work” means the subject matter of this Contract as more fully set forth in the attached Scope of Work, which may include delivery of goods and/or services.
- 1.35 “Project Schedule” means a schedule as prescribed in Article 4.
- 1.36 “Samples” means physical examples which illustrate materials, equipment or workmanship and establish standards by which the construction will be judged.
- 1.37 “Shop Drawings” mean drawings, diagrams, schedules and other data specially prepared for the construction by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the construction.
- 1.38 “Site” means the land or premises on which the Project is located.
- 1.39 “Subcontractor” means any individual, corporation, company, or other entity who contracts to perform work or render services or provide goods to a Contractor or to another subcontractor as part of this Contract with the City.
- 1.40 “Substantial Completion” means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) approval by City Fire Marshall and local authorities (Certificate of Occupancy); (ii) Elevator Permit; (iii) all systems in place, functional, and displayed to the City or its representative; (iv) all materials and equipment installed; (v) all systems reviewed and accepted by the City; (vi) draft O&M manuals and record documents reviewed and accepted by the City; (vii) City operation and maintenance training complete; (viii) HVAC test and balance completed (Provide minimum thirty (30) days prior to projected substantial completion); (ix) landscaping and site work; and (x) final cleaning.



## CITY OF GOODYEAR

### Standard Terms and Conditions

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- 1.41 "Supplier" means a manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with Contractor or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by Contractor or any Subcontractor.
- 1.42 "Work" means all design, construction, and Commissioning services, including procuring and furnishing materials, equipment, services, and labor reasonably inferable from the Contract Documents.

### **ARTICLE 2 –CONTRACTOR’S RESPONSIBILITIES**

#### **2.1 GENERAL PERFORMANCE**

Contractor shall provide any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work required by the Contract Document, and to completely and totally construct the same and install the material therein for the city. All Work will be performed in a good, workmanlike, and substantial manner with appropriate consideration for public safety and within the care and skill of a qualified Contractor in the State of Arizona. The Work shall be to the satisfaction of the City and strictly constructed pursuant to and in conformity with the Projects' Contract Documents.

#### **2.2 PRE-CONSTRUCTION CONFERENCE**

After completion of the Contract Documents, to include bonds, insurance and signatures, and prior to the commencement of the Work on the Project, the City Project Manager will schedule a Pre-Construction Conference. The time and place will be determined and confirmed via phone call and a letter via U.S. mail.

The purpose of the Pre-Construction Conference is to establish a working relationship between the Contractor, utility companies, City Representative and the Engineer, and to assure all parties are familiar with the applicable requirements for federally assisted projects. The agenda will include critical elements of the construction schedule, procedures for handling Shop Drawings and other submittals, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility companies, emergency telephone numbers for all representatives involved in the course of construction, and establishment of the Notice to Proceed date.

#### **2.3 TIME OF COMPLETION**

The Contractor shall commence Work under this Project on or before the tenth (10) day following receipt of the Notice to Proceed for that Project from the City of Goodyear and shall fully complete all Work under the Project within 120 consecutive calendar days from and including the date of receipt of such Notice to Proceed. All work on the City S.A.T. Recharge Property, including fence removal/installation, shall be fully completed within 30 consecutive calendar days from notice to proceed. The remainder of work shall be substantially complete within 90 consecutive calendar days, and an additional 30 consecutive calendar days for final completion, for a total of 120 consecutive calendar days. Time is of the essence in the completion of all Work required under this contract. The Contractor shall, at all times, during the continuance of the contract, prosecute the Work with such force and equipment as is sufficient to complete all Work within the time specified.

#### **2.4 RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor shall indemnify and save harmless the City and its officers, agents and representatives from all suits, actions, loss damage, expense, cost or claims of any character or nature brought on account of any





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injuries or damages sustained by a person or property arising out of the Work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the Contractor, Contractor's agents, or subcontractors or from any claims or amounts arising or recovered under Workmen's Compensation Laws or any other law, bylaw, ordinance, or order or decree.

#### 2.5 **DUST PREVENTION**

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to their construction operations in connection with this Contract. The dust control measures shall be maintained at all times during construction of the Project, to the satisfaction of the City Representative, in accordance with the requirements of the Maricopa County Department of Public Health, Air Quality Department Air Pollution Control regulations which have been adopted pursuant to the authority granted by Title 49, Article 3, Arizona Revised Statutes. The Contractor shall be required to obtain all necessary permits from the Maricopa County Air Quality Department, including the Dust Prevention and Earth Moving permits from the Maricopa County Air Quality Department, Dust Compliance Division.

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857, etc. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.) as amended on contracts in excess of \$100,000. Violations shall be reported to the Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency.

#### 2.6 **EXCESS MATERIAL**

Excess material shall be removed from the Work site and wasted at a location approved by the City Representative. Any excess dirt needs to be hauled off and disposed of by the Contractor at their expense. Broken concrete and asphalt are to be delivered to a sanitary landfill at Contractor's expense. The prevailing regulations and fee schedule will not be waived for Work under this Project. All materials, to be disposed of at the landfill, shall be weighed and disposed of at the prevailing rate at the Contractors expense.

#### 2.7 **STOCKPILE OF MATERIALS**

The Contractor may place or stockpile materials in the public right-of-way, with the prior written consent of the City Representative, provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

#### 2.8 **REFUSE COLLECTION ACCESS**

At any time the Project construction shall require the closure or disruption of traffic in any roadway, alley, or refuse collection easement such that it will limit refuse collection on any weekday in any City Service Area (including but not limited to residential or multi-family dwellings), the Contractor shall at least 72 hours prior to causing such closure or disruption, contact the City Public Works Department to provide a list of all addresses which may be affected by the closure or disruption and make arrangements to ensure that refuse collection service can be maintained and advance notice provided to all affected residents

#### 2.9 **CLEAN-UP**

After all Work under this contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris, and other materials not incorporated in the Work, from the site of the Work. Clean-up shall include the removal of all excess pointing mortar materials within pipes and removal of over



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sized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal.

#### **2.10 SHOP DRAWINGS**

The Contractor shall provide the Engineer any and all shop drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a change order.

When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's stamp and certification that he has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the contract documents.

Portions of the Work requiring a shop drawing or sample submission shall not begin until the shop drawing or sample submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

#### **2.11 PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK**

The Contractor shall properly guard and protect all finished or partially finished Work, and shall be responsible for the same until the entire Contract is completed and accepted, in writing, by the City. The Contractor shall turn over the entire Work in full accordance with the specifications and Contract Documents before final settlement shall be made.

#### **2.12 PERMITS**

The City shall obtain and pay for City issued permits. The Contractor shall, at Contractor's own expense, obtain all required permits, which have not been furnished by the City.

#### **2.13 ELECTRIC POWER AND WATER**

The Contractor shall be responsible for making all arrangements for electric power and water sufficient to meet their needs, include providing the meter(s). Subject to the convenience of the City, the Contractor may be permitted to connect to existing facilities where available, but shall meter and bear responsibility for all actual and related costs of such power and/or water. Installation and removal of meters should be scheduled at least forty-eight (48) hours in advance through the Public Works & Water Resources Department. Application and installation fee(s) are required for each meter. The cost of the water is at the prevailing rate.

#### **2.14 SURVEY CONTROL POINTS AND MONUMENTS**

Existing survey monuments indicated on the plans or found during construction shall be protected by the Contractor, and in the event removal is necessary, removal and replacement shall be performed by permission of the City Representative, under direct supervision of the City Representative. The replacement of existing survey monuments shall be constructed to conform to the requirements of MAG Specifications, Section 405, and Standard Details.



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#### 2.15 **EXISTING UTILITIES**

The Contractor is hereby advised that the location of all utilities, as shown on the plans, may not be complete nor exact and the Contractor shall satisfy himself as to the exact location of the utilities by contacting Blue Stake or the utility companies before proceeding with the Work. After the underground utilities are located by Blue Stake or the utility company, the Contractor shall excavate in a careful and prudent manner to prevent damage to the underground utilities.

Contractor will be permitted to review the "as-builts" to assist Contractor in locating the non-City owned sewer service lines. These "as-builts" were prepared, and supplied to the City, by private developers or contractors who installed the non-City owned sewer service lines. Therefore, the City does not guarantee or warranty the accuracy of such "as-builts" and the contractor, as a condition for being allowed to review such "as-builts", hereby agrees to hold the City harmless for any and all damages or other expenses Contractor may incur as a result of any inaccuracies or incorrect information in these "as-builts".

In the event an existing underground City of Goodyear water or sewer line, that has been properly identified, is damaged by the Contractor, the Contractor shall be responsible for the repairs and associated costs at the Contractor's expense.

The exact location of all existing underground service utilities, whether or not indicated on the plans, shall be determined by the Contractor at no expense to the City. The Contractor shall conduct all Work so as to prevent interruption of service or damage to service utilities.

The Contractor shall protect existing utility services and be responsible for their replacement if damaged by the Contractor or subcontractors, or to make necessary adjustment in their location, if required, in order to complete all Work under this Contract.

#### 2.16 **MAINTENANCE OF IRRIGATION FACILITIES**

Where irrigation facilities interfere with construction, the Contractor shall remove and replace the affected irrigation facilities to its original condition. Final acceptance of replaced facilities will depend upon final approval of the Engineer.

#### 2.17 **SOUTHWEST GAS FACILITIES EXPOSED DURING CONSTRUCTION**

The Contractor, upon exposing a gas line during construction, shall immediately notify Southwest Gas and the City Representative, if the line is damaged. Southwest Gas will respond usually within the hour, to inspect the line(s) and will advise the Contractor regarding the nature of the repair and who is responsible for completing the repairs. The Contractor is responsible for all costs of repair as provided herein.

#### 2.18 **RIGHTS-OF-WAY**

The City will provide rights-of-way and easements for all Work specified in this Contract, and the Contractor shall not enter or occupy with man, tools, equipment or materials any private ground outside the property of the City of Goodyear, Maricopa County, Arizona, without the consent of the private property owner. It is also the Contractor's responsibility to ensure the compliance of all subcontractors, agents and employees.



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#### 2.19 **SUBCONTRACTS**

Subcontracts shall be in accordance with, and the Contractor shall be bound by, the following provisions:

- a. All subcontracts shall be subject to the approval of the City;
- b. All subcontracts shall be in writing and shall provide that all Work to be performed thereunder shall be performed in accordance with the terms of the Contract. Certified copies of any and all subcontracts shall be furnished to the City Engineering Department; however, prices may be omitted;
- c. Subcontracts shall conform to the regulations governing employment of labor;
- d. The subcontracting of any part of the Work will in no way relieve the Contractor of his responsibility under the Contract; and
- e. A list of subcontractors and major material suppliers is a part of the Form of Proposal and shall be submitted when applicable. Subcontractors and material suppliers must not be debarred from transactions with the federal government.

NO PROPOSAL FOR WORK INVOLVING THESE CLASSIFICATIONS WILL BE VALID WITHOUT THE COMPLETE LISTING OF BOTH SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS AS LISTED IN THE FORM OF PROPOSAL AND PURSUANT TO ARRA.

#### 2.20 **CHARACTER OF WORKMEN**

Only skilled foremen and workmen shall be employed on work requiring special qualifications. When required by the Engineer, the Contractor shall discharge any person who is, in the opinion of the City Representative, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall hold the City harmless from damages or claims for compensation that may occur in the enforcement of this section of the specifications.

#### 2.21 **HINDRANCES AND DELAYS**

Except as otherwise provided herein, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work included in this Contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time allowed for completing the Work, sufficient to compensate for the delay, the amount of the delay to be determined by the City Representative, provided the Contractor shall give the City Representative immediate notice in writing of the cause of such delay.

**2.21.1 DELAY.** In the event of a delay for which the City is solely responsible, which is unreasonable under the circumstances and which was not within the contemplation of City and Contractor at the time this Contract is executed, City and Contractor shall negotiate, in good faith, a payment by the City to Contractor for the expenses incurred by Contractor as a result of such delay. This provision shall not be construed to void any provision in the contract which requires notice of delay or provides for liquidated damages. However, if the delay is the result of any act or neglect of a third party, including the architect, engineer or other Contractor employed by the City, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any causes beyond the Contractor's control, the Contractor shall not be entitled to any payments or compensation for expenses incurred as a result of such delay, but the Contract Time shall be extended by Change Order for such reasonable time as the City Representative may determine. No extension or compensation will be granted for any delay which is the result, wholly or partially, of any act or neglect of Contractor or any Subcontractor hired by Contractor.



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#### 2.22 OVERTIME

**2.22.1 REGULAR WORK HOURS.** The Work required to be performed by the Contract Documents for the Project shall be performed only during regular working hours, unless the City has authorized overtime work in accordance with the procedures set forth below. Regular working hours shall be defined as one 8-1/2 hour shift per day, Monday through Friday, or, upon prior approval of the City, one 10-1/2 hour shift per day on a compressed four day work week during Monday through Friday. Regular working hours shall not include Saturdays, Sundays or City recognized legal holidays.

**2.22.2 AUTHORIZATION AND COSTS.** If the Contractor desires to schedule work for times other than regular work hours (overtime), the Contractor shall make a written request to the City Project Manager at least two (2) business days prior to the scheduled overtime. The City reserves the right to deny the request to work overtime based on the best interest and needs of the City. If an overtime request is denied, the City may, at its sole discretion, extend the contract time at no additional costs to the City.

In the event the Contractor does perform overtime work, with or without the prior approval of the City, the Contractor shall be responsible to the City for all additional costs that may be incurred by the City as a result of the Contractor's overtime work, including costs for engineering, inspections, testing, surveying and construction administration, all in accordance with MAG Section 108.5. The City's cost will be billed directly to the Contractor or may, at the City's option, be deducted from monies due the Contractor. However, the Contractor shall not be responsible for City's costs incurred as a result of overtime work requested by the City or overtime work resulting from an emergency which is not the responsibility of the Contractor or its employees, subcontractors or suppliers.

#### 2.23 LIQUIDATED DAMAGES

**2.23.1** Should the Contractor fail to substantially complete the Work under this contract within the time for completion stated in the paragraph "Time of Completion," in the Standard Terms and Conditions, then the Contractor shall pay the City of Goodyear, Arizona, liquidated damages, pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments, until the Work is substantially complete.

**2.23.2** Should the Contractor fail to fully and finally complete the Work under this contract within the time for completion set forth in the paragraph "Time of Completion," in the Standard Terms and Conditions, even though the Contractor has achieved substantial completion of the Work within such time, then the Contractor shall pay the City of Goodyear, liquidated damages (pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments), in an amount equal to 50% of the applicable liquidated damage rate set forth in MAG Section 108.9 for each and every calendar day of delay until the Work is fully and finally complete and accepted.

**2.23.3** The date of substantial completion shall be the date when the Work is sufficiently complete, in accordance with the contract documents, so the owner can fully occupy and utilize the Work or designated portion thereof for the use for which it is intended, with all the Project's parts and systems operable as required by the Contract Documents and all the Work is complete, accessible, operable, and usable by the owner for its intended purpose(s), and all parts, systems and site work are 100% complete and cleaned for the owner's use. Only incidental corrective Work and final cleaning (if required), beyond cleaning needed for the owner's full use, may remain for final completion.



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**2.23.4** Full and final completion shall be that date when all Work under the Project, including incidental corrective Work under punch list and final cleaning, has been completed and the entire Project is accepted by the owner.

#### **2.24** **DAMAGE TO CITY PROPERTY**

Except for the negligence of the City of Goodyear, its officials, directors, officers, employees, attorneys, agents, and representatives, Contractor shall be liable to the City for any physical damage to City property and/or loss of use of City property arising out of any Work performed pursuant to this Contract.

### **ARTICLE 3 – CITY’S SERVICES AND RESPONSIBILITIES**

#### **3.1** **DUTY TO COOPERATE**

**3.1.1** City shall, throughout the performance of the Work, cooperate with Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate Contractor’s timely and efficient performance of the Work and so as not to delay or interfere with Contractor’s performance of its obligations under the Contract Documents.

**3.1.2** City shall furnish at the Contractor request, and at no cost to the Contractor, the following information or services for this Project identified and requested by Contractor if applicable: (a) a copy of its maps, records, laboratory tests, survey ties and bench marks, or other Data pertinent to the Project; (b) available City Data relative to policies, regulations, standards, criteria, studies, etc. relevant to the Project; or, (c) where required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments to the end that the City may proceed with right-of-way acquisition. Contractor shall be responsible for searching the records and requesting specific drawings or information and independently verifying said information. City does not warrant, expressly or impliedly, the Data supplied to Contractor.

#### **3.2** **CITY’S REPRESENTATIVE**

**3.2.1** City’s Representative/Project Manager designated by the City (hereinafter “City’s Representative”) will be responsible for providing City-supplied information and approvals in a timely manner to permit Contractor to fulfill its obligations under the Contract Documents.

**3.2.2** City’s Representative shall also provide Contractor with prompt notice if the Representative observes any failure on the part of Contractor to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Contract Documents.

**3.2.3** The City may utilize field inspectors to assist the City’s Representative during construction in observing performance of the Contractor. The field inspector is for the purpose of assisting the City’s Representative in ensuring compliance with Contract specifications and City Engineering Standards and is not authorized to make adjustments or modifications to the Contract Documents or Work.

**3.2.4** Through onsite observation of the Work in progress and field checks of materials and equipment, the field inspector shall endeavor to provide protection against defects and deficiencies in the Work.

**3.2.5** The field inspector will be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work, and to the preparation, fabrication or manufacture of the materials to be used.

**3.2.6** The field inspector will not be authorized to issue instructions contrary to the Contract Documents or to act as a foreman for the Contractor.



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- 3.2.7 The field inspector shall have the authority to reject the Work or materials until any questions at issue can be decided by the City's Representative in a timely manner.
- 3.2.8 The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequenced or procedures, or for safety precautions or programs or responsibility for the Contractor's failure to perform the Work in accordance with the Contract Documents.

### ARTICLE 4 – CONTRACT TIME

#### 4.1 TIME OF CONTRACT

- 4.1.1 All work on the City S.A.T. Recharge Property, including fence removal/installation, shall be fully completed within 30 consecutive calendar days from Notice to Proceed.
- 4.1.2 The remainder of work shall be substantially complete within 90 consecutive calendar days, and an additional 30 consecutive calendar days for final completion, for a total of 120 consecutive calendar days.
- 4.1.3 Contract time shall start with the commencement date established in the Notice to Proceed and ends two (2) years after final acceptance by the City.
- 4.1.4 Contractor agrees that it will commence performance of the work and achieve the contract time.
- 4.1.5 All of the times set forth in this Article may be subject to adjustment through an approved change order, as set forth in the contract documents.
- 4.1.6 Contractor shall not commence work until Contractor receives a purchase order signed by the City procurement manager or designee.

#### 4.2 SUBSTANTIAL COMPLETION

- 4.2.1 Substantial Completion shall be for the entire project unless a partial substantial completion is identified in 4.1, Time of Contract and or the approved progress schedule. Substantial completion shall be in accordance with its definition in Article 1 and with the criteria set forth in the Notice to Proceed.
- 4.2.2 Contractor shall notify City when it believes the work, or to the extent permitted in the contract documents, a portion of the work, is substantially complete.
- 4.2.3 Prior to notifying the City as required by Paragraph 4.2.2, the Contractor shall inspect the work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all work in accordance with the contract documents.
- 4.2.4 Within five (5) days of City's receipt of Contractor's Notice of Substantial Completion, City's Representative, Engineer and Contractor will inspect such work to verify that it is substantially complete in accordance with the requirements of the contract documents.
- 4.2.5 If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will set forth: (a) the date of Substantial Completion of the Work or portion thereof; (b) the remaining items of work that have to be completed within thirty (30) calendar days before Final Acceptance; (c) provisions (to the extent not already provided in the contract documents) establishing City's and Contractor's responsibility for the project's security, maintenance, utilities and insurance pending final acceptance; and (d) an acknowledgment that warranties commence to



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run on the date of substantial completion, except as may otherwise be noted in the Certificate of Substantial Completion. The Contractor shall warranty all Work for a period of one (1) calendar year from the date of final acceptance of all work performed pursuant to this Contract.

- 4.2.6** City, at its option, may use a portion of the work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of work addressing the items set forth in Paragraph 4.2.5 above, (ii) Contractor and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the project, and (iii) City and Contractor agree that City's use or occupancy will not interfere with Contractor's completion of the remaining work.

#### **4.3 FINAL ACCEPTANCE**

Upon receipt of written notice that the Work or identified portions of the work is ready for final inspection and acceptance, City, City Representative, Engineer and Contractor will jointly inspect to verify that the remaining items of work have been completed as set forth in Paragraph 4.2. After the inspection and acceptance occurs, the City will issue a final acceptance letter and payment pursuant to Section 7.

#### **4.4 INCENTIVE BONUSES**

There are no incentive bonuses for this project.

#### **4.5 PROJECT SCHEDULE**

- 4.5.1 Contractor's Construction Schedule.** Concurrently, with the execution of the Contract and prior to the pre-construction conference, the Contractor shall submit a preliminary schedule for the City Representative's acceptance. The schedule shall be in sufficient detail to allow the City Representative to determine if the proposed schedule will conform to an approved program of construction operations, as determined by the contracting agency. Within ten (10) calendar days after the preliminary schedule, described above, has been approved by the City Representative, the Contractor shall submit a progress schedule, utilizing the critical path method scheduling technique, showing the order in which he proposes to carry out the Work, the dates on which he will start each phase of the work, and the contemplated date for completion of each phase. The Contractor shall not be permitted to commence construction until the schedule complying with this paragraph has been submitted to the City. The Contractor will not be granted any extension to the contract time or compensation for any damages as a result of the City's refusal to allow Contractor to commence construction until the critical path method progress schedule has been submitted and approved by the City Representative.

The critical path method (CPM) scheduling technique requires a breakdown of the entire Work into individual tasks and an analysis of the number of days required to perform each task. The progress schedule submitted to the City should highlight and identify the critical path for the project. After the Work is in progress, the Contractor shall submit monthly progress schedules, using the critical path method technique, of the progress to date and projection for completion. The monthly progress schedules shall be submitted with each pay request in accordance with the paragraph, "Payments to Contractors," of these Supplemental General Conditions. The monthly progress schedules shall be subject to the approval of the City Representative. In the event the Contractor fails to submit a monthly progress schedule acceptable to the City Representative, the City may withhold further progress payments to the Contractor until the Contractor submits an acceptable progress schedule, which is approved by the City Representative, to the City. Schedule changes requiring an increase in the City's engineering personnel on the project shall not be put into effect until the City





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Representative has approved such increase and made arrangements for the required additional personnel.

- 4.5.2 The progress schedule as originally approved shall be updated monthly and maintained throughout the work.
- 4.5.3 The Progress Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the work within the contract time, as such dates may be adjusted in accordance with the contract documents.
- 4.5.4 Updated Progress Schedules shall be submitted monthly to the City and City Representative as part of the payment request.
- 4.5.5 Contractor shall provide City with a monthly status report with each progress schedule detailing the progress of the work, including: (a) if the work is proceeding according to progress schedule; (b) any discrepancies, conflicts, or ambiguities found to exist in the contract documents that require resolution; and (c) other items that require resolution so as not to jeopardize ability to complete the work as presented in the proposal and within the contract time.
- 4.5.6 With each progress schedule submittal the Contractor shall include a transmittal letter including the following: (a) description of problem tasks (referenced to field instructions, requests for information (RFI's), as appropriate; (b) current and anticipated delays including the cause of the delay, corrective action and schedule adjustments to correct the delay, known or potential impact of the delay on other activities, milestones, and the date of substantial completion; (c) changes in construction sequence; (d) pending items and status thereof including, but not limited to, time extension requests; (e) substantial completion date status including the number of calendar days ahead or behind; and (f) other project or scheduling concerns.
- 4.5.7 City's review of and response to the progress schedule is only for general conformance with the scheduling requirements of the contract documents. The review shall not relieve the Contractor from compliance with the requirements of the contract documents or be construed as relieving the Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.
- 4.5.8 The activities making up the progress schedule shall be sufficient detail to assure that adequate planning has been done for proper execution of the work and such that it provides an appropriate basis for monitoring and evaluating the progress of the work.
- 4.5.9 The progress schedule shall show milestones, including milestones for City-furnished information, and shall include activities for City furnished equipment and furniture when those activities are interrelated with the Contractor's activities.

### ARTICLE 5 - CONTRACT PRICE

#### 5.1 CONTRACT PRICE

The contract price will not exceed the bid as submitted, unless approved as set forth in Article 6. The Contractor agrees at Contractor's own proper cost and expense, to do all work as required for the construction of said improvements and to completely construct the same and install the material therein, as called for by this Contract free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the approved proposal.



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#### **ARTICLE 6 - CHANGES TO THE CONTRACT PRICE AND TIME**

##### **6.1 DELAYS TO THE WORK**

- 6.1.1** If Contractor is delayed in the performance of the work that will cause a change in the date of substantial completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Contractor is responsible, the contract times for performance shall be reasonably extended by change order, executed by City and Contractor.
- 6.1.2** The Contractor shall request an increase in the contract time by written notice to the City and City Representative, including an estimate of the probable effect of delay on progress of the work. In the case of a continuing delay only one request is necessary. Such notice shall not be later than seven (7) calendar days after such condition or event has been encountered.
- 6.1.3** If adverse weather conditions are the basis for a request for additional contract time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled substantial completion.
- 6.1.4** It is understood, however, that permitting Contractor to proceed to complete any work, or any part of the work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City, of any of its legal rights herein.
- 6.1.5** In addition to Contractor's ability to obtain a time extension for those events set forth in this Section, Contractor may also be entitled to an appropriate adjustment of the contract price provided, however, that the contract price shall not be adjusted for those events set forth in this Section that are beyond the control of both Contractor and City, including the events of war, flood, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.
- 6.1.6** The contract times (or Milestones) may only be changed by a change order or a written amendment. Any claim for an adjustment of the contract times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to City Representative promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless City Representative allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the contract times (or Milestones) will be valid if not submitted in accordance with the requirements of Section 6.1.
- 6.1.7** An extension in contract time will not be justified unless Contractor, through analysis of the record schedule, demonstrates delay in completing all or a specified part of the work arising from unforeseeable causes beyond the control and without the fault or negligence of Contractor, and the delay is unreasonable under the circumstances. Examples of events which may justify an extension of contract time, subject to the requirements of the contract documents, include but are not limited to: acts of God, the public enemy, or City in its sovereign capacity; acts of the U.S. Government, the State or another Political Subdivision; fires, floods, epidemics, quarantine restrictions; strikes, freight embargoes, unusual weather, including storms, tornados, etc. (unusual in the sense of expectation, frequency or severity compared with the prior five (5) year average; but ambient air temperature up to 120°F shall not be considered unusual); unusually severe shortages of construction materials, considering all feasible sources of supply; newly discovered underground



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utilities which could not have reasonably been discovered; objection, for City's convenience, to a subcontractor; an emergency; suspension of Work resulting from discovery of archaeological features; changes in the work, differing site conditions or variation in quantities of unit price work. Delays attributable to and within the control of a Subcontractor or supplier shall be deemed to be delays within the control of Contractor.

- 6.1.8** If Contractor is prevented from completing any part of the work within the contract times for unforeseeable causes beyond the control of both City and Contractor, an extension of the contract times in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for the delay. In no event shall the City be liable to Contractor, any subcontractor, any manufacturer, any supplier, any person, any firm, any corporation, or to any surety for, or employee or agent of any of them, for damages arising out of, or resulting from: (a) delays caused by or within the control of Contractor; or (b) delays beyond the control of both parties as specified in paragraph 6.1.3.

#### **6.2 DIFFERING SITE CONDITIONS**

- 6.2.1** If Contractor encounters a differing site condition, Contractor may be entitled to an adjustment in the contract price and/or contract times to the extent Contractor's cost and/or time of performance are adversely impacted by the differing site condition.
- 6.2.2** Upon encountering a differing site condition, Contractor shall provide prompt written notice to City Representative of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the differing site condition has been substantially disturbed or altered.

#### **6.3 ERRORS, DISCREPANCIES AND OMISSIONS**

- 6.3.1** If the Contractor observes errors, discrepancies or omissions in the contract documents, the Contractor shall promptly notify the City Representative and request clarification.
- 6.3.2** If the Contractor proceeds with the work affected by such known errors, discrepancies or omissions, without receiving such clarifications, the Contractor does so at their own risk. Adjustments involving such circumstances made by the Contractor prior to clarification by the design professional shall be at the Contractor's risk.

#### **6.4 CITY REQUESTED CHANGE IN WORK**

- 6.4.1** The City reserves the right to make, at any time during the progress of the work, such alterations as may be found necessary or in the City's best interest.
- 6.4.2** Such alterations and changes shall not invalidate this Contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it has been a part of the original contract documents.
- 6.4.3** The City will request a proposal for a change in work from Contractor, and an equitable adjustment in the contract price and/or contract times shall be made based on a mutual agreed upon cost and time.

#### **6.5 CHANGE DIRECTIVES AND CHANGE ORDERS**

- 6.5.1** City and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a change directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate change order reflecting the terms of the adjustment.
- 6.5.2** All changes in work authorized by change orders shall be performed under the conditions of the contract documents.



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#### **6.6 MINOR CHANGES IN THE WORK**

- 6.6.1** The City has authority to order minor changes in work that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the contract documents. Such changes shall be affected by written order and shall be binding on the City and Contractor. The Contractor shall carry out such written orders promptly.
- 6.6.2** Contractor may make minor changes in work, provided, however that Contractor shall promptly inform City in writing of any such changes and record such changes, if appropriate, on the project documents maintained by Contractor.
- 6.6.3** Minor changes in work will not involve an adjustment in the contract price and/or contract times.

#### **6.7 CONTRACT PRICE ADJUSTMENTS**

- 6.7.1** The increase or decrease in contract price resulting from a change in the work shall be determined and shall be agreed to by the City and Contractor. If an increase or decrease cannot be agreed to, the cost of the change of the work shall be determined by the reasonable expense and savings in the performance of the work resulting from the change, including a reasonable overhead and profit, as may be set forth in the agreement. Contractor shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.
- 6.7.2** If City and Contractor disagree upon whether Contractor is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of work or proposed changes to the work, City and Contractor shall resolve the disagreement pursuant to Article 11.
- 6.7.3** If the parties are unable to agree and City expects the Contractor to perform the services in accordance with City's interpretations, Contractor shall proceed to perform the disputed services, conditioned upon City issuing a written order to Contractor to include: (a) directing Contractor to proceed; and (b) specifying City's interpretation of the services that are to be performed.
- 6.7.4** A price reduction may be offered at any time during the term of the contract and shall become effective upon notice.

#### **6.8 LATE SUBMISSION OF CLAIM BY CONTRACTOR**

The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.

#### **6.9 ESTIMATED QUANTITIES**

Quantities identified in the Solicitation are the City's best estimate and do not obligate the City to order or accept more than the City's actual requirements during the period of this Contract as determined by actual needs and availability of appropriate funds. It is expressly understood and agreed that Contractor is to supply the City with its complete and actual requirements for the contract period.

#### **6.10 PRODUCT DISCONTINUANCE**

In the event that a product or model identified in the offer is subsequently discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide all of the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued;
2. Documentation from the manufacturer that names the replacement product or model;
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;



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4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

#### **6.11 USAGE REPORT**

The Contractor may be required to provide a usage report to the Procurement Manager.

#### **6.12 DISCOUNTS**

Payment discounts will be computed from the date receiving acceptable goods, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

#### **6.13 NO ADVANCE PAYMENT**

Advance payments will not be authorized; payment will be made only for actual goods or services that have been received.

#### **6.14 FUND APPROPRIATION CONTINGENCY**

The Parties recognize that the continuation of any contract after the close of any given fiscal year of the City of Goodyear, which fiscal year ends on June 30 of each year, shall be subject to appropriation and allocation of funds by the Goodyear City Council.

#### **6.15 F.O.B. POINT**

All prices are to be quoted F.O.B final destination, unless otherwise specified elsewhere in the solicitation.

#### **6.16 TAXES**

Contractor shall be solely responsible for any and all tax obligations that may result from Contractor's performance of this Contract.

#### **6.17 EMERGENCIES**

In any emergency affecting the safety of persons and/or property, Contractor shall act at its discretion, to prevent threatened damage, injury or loss. Any change in the contract price and/or contract time resulting from emergency work under this section shall be determined as provided for in this Article.

#### **6.18 SUSPENSION OF WORK**

The City Representative reserves the right to suspend the work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract time in accordance with Article 6.

### **ARTICLE 7- PROCEDURE FOR PAYMENT**

#### **7.1 PROCEDURE FOR PAYMENT**

For and in consideration of the faithful performance of the Work herein and as set forth in the contract documents, which are a part hereof and in accordance with the directions of the City and to its satisfaction, the City agrees to pay the Contractor the cost of the work, but no more than the amount(s) as adjusted by any change orders. Payment for the specific work under this Contract will be made in accordance with payment provisions detailed below.



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#### 7.2 **PAYMENTS TO CONTRACTOR**

The measurements of quantities and the payments to the Contractor shall be in accordance with MAG Uniform Standard Specifications for Public Works Construction, Part 100 - General Conditions, Section 109 - Measurements and Payments.

Payments will be made on the basis of itemized, monthly statements prepared and signed by the Contractor. The Contractor shall submit an itemized, duly certified and approved estimate for work completed through the last day of the preceding month in accordance with MAG Specifications, as amended by these Supplemental General Conditions. Upon approval of the pay estimate, the City will make payment directly to the Contractor in the manner agreed to by the parties.

The pay estimate shall be accompanied by an updated progress schedule as required by these Supplemental General Conditions and a cash flow report when required by the special provisions. Approval of progress payments shall be conditional upon submittal of progress schedules and cash flow reports, when required, which are acceptable to the City Representative.

Upon 100% completion and acceptance of the project, and with the request for final payment, the Contractor shall complete and submit the "Contractor's Affidavit Regarding Settlement of Claims" form which is included in these specifications. Before final payment and release of retention, Contractor must arrange for its surety to provide the City with a fully executed AIA Consent of Surety form. To avoid delays in the final payment, the Surety may send the Consent of Surety directly to the City via fax at (623) 882-7588, and mail the original to the City of Goodyear Engineering Department, 14455 W Van Buren, Bldg D, Goodyear Arizona 85338.

#### 7.3 **PAYMENT REQUEST**

**7.3.1** Requests for monthly payments by the Contractor for services will be submitted to the City on an "Application and Certificate for Payment" form and will be accompanied by an updated Progress Schedule, and detailed invoices and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subcontractor's requests for payment, plus similar narrative and listings of deliverables associated with their work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service in the preceding month.

**7.3.1.1** To insure the proper performance of the Contract, City shall retain ten percent (10%) of the amount of each approved progress payment until the work is fifty percent (50%) complete.

**7.3.1.2** When the work is fifty percent (50%) complete as measured by the schedule of values and approved by City, one-half of the amount retained under the ten percent (10%) retention provision, shall be paid to Contractor, provided Contractor is on schedule for project completion and is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. Contractor shall submit a request for retention release on an Application and Certificate for Payment. After fifty percent (50%) completion, City shall retain five percent (5%) of each approved progress payment providing Contractor is on schedule for project completion, is making satisfactory progress on the work, except that if at any time City determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the contract subsequent to such determination.



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**7.3.1.3** In lieu of retention, City will, at the option of Contractor, accept security as provided in A.R.S. § 34-221.

**7.3.2** The Contractor is responsible for paying all sums due subcontractors for services and reimbursable expenses within fourteen (14) calendar days after the Contractor has received payment for those services from the City.

**7.3.3** In no event will the City pay more than ninety five percent (95%) of the contract amount until final acceptance of the entire project by City.

**7.3.4** The Contractor agrees that no charges or claims for costs or damages of any type will be made by the Contractor for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting the Contractor to proceed to complete any services, in whole or in part after the date to which the time of completion may be extended, will in no way act as a waiver on the part of the City of any of its legal rights herein.

**7.3.5** No compensation to the Contractor will be allowed contrary to Title 34 of the Arizona Revised Statutes.

#### **7.4 PAYMENTS TO SUBCONTRACTORS OR SUPPLIERS**

**7.4.1** Contractor shall pay Subcontractors or suppliers promptly and in a manner that does not interfere with the completion of the work to be performed in accordance with this Contract.


**7.4.2** If the Contractor fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and Contractor agrees that the City may hold the Contractor in default under this Contract; withhold future payments including retention until proper payment has been made to subcontractors or suppliers in accordance with these provisions; reject all future offers to perform work for the City from the Contractor for a period not to exceed one year from Substantial Completion date of this Project; or terminate this Contract.

**7.4.3** Contractor shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Contract.

#### **7.5 RECORD KEEPING AND FINANCE CONTROLS**

**7.5.1 AUDIT OF RECORDS.** Contractor shall retain and shall contractually require each and every Subcontractor that performs any work under this Contract all books, accounts, reports, files and any and all other records relating to the contract (hereinafter referred to as "Contract Documents") for six (6) years after completion of the Contract. City, upon written request and at reasonable times, shall have the right to review, inspect, audit and copy all contract documents of the Contractor and any subcontractors. Contractor shall produce the original contract documents at City Hall, currently located at 190 N. Litchfield Road, Goodyear, Arizona, or at such other City facility within the City as designated by the City in writing. If approved by City Attorney in writing, photographs, microphotographs, or other authentic reproductions may be maintained instead of original contract documents.

**7.5.2** The Contractor will include a provision similar to the preceding paragraph in all of its agreements with subconsultants, subcontractors, and suppliers providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the subconsultants', subcontractors' and suppliers' records to verify the accuracy of cost and pricing data. The City reserves the right to decrease contract amount and/or payments made on this

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Contract if the above provision is not included in subconsultants, subcontractor, and supplier contracts, and one or more of those parties do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

## **ARTICLE 8 - INSURANCE**

### **8.1 INSURANCE**

Contractor and subcontractors 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, Contractor's agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. 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, Contractor's agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance as may be determined necessary.

**8.2 MINIMUM SCOPE AND LIMITS OF INSURANCE.** Without limiting any of their obligations or liabilities, the Contractor, at Contractor's own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and in form reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than "A-" and a category rating of not less than "8." Use of alternative insurers requires prior approval from the City. Insurance, except Workers Compensation, Employers Liability and Professional Liability, provided by Contractor shall be primary.

### **8.3 COVERAGE REQUIREMENTS**

**8.3.1 ADDITIONAL INSURED.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insured. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor.

**8.3.2 COVERAGE TERM.** All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the City.

**8.3.3 CLAIM REPORTING.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect City.

**8.3.4 CERTIFICATES OF INSURANCE.** Prior to commencing work under this contract, Contractor shall furnish City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and shall provide for not less than forty-five (45)





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days advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to Risk Manager, Risk Management Department, City of Goodyear, 190 N. Litchfield Road, PO Box 5100, Goodyear, Arizona 85338.

**8.3.5 PRIMARY COVERAGE.** The Contractor's insurance, except Worker's Compensation and Professional Liability, shall be primary insurance as respects City and any insurance or self insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute to it.

**8.3.6 WAIVER.** The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Contractor.

#### **8.4 WORKERS COMPENSATION**

**8.4.1** The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of the Services.

**8.4.2** In case services are subcontracted, the Contractor will require the Subcontractors to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by Contractor.

#### **8.5 AUTOMOBILE LIABILITY**

**8.5.1** Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000, each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's services. Coverage will be at least as broad as coverage Code 1 "any auto" Insurance Service Office policy form CA 0001 1/87 or any replacement thereof.

#### **8.6 COMMERCIAL GENERAL LIABILITY**

**8.6.1** Commercial General Liability insurance with a limit of not less than \$1,000,000, for each occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, completed products and operations, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG 001 1-11-88 or any replacement thereof.

**8.6.2** A general liability insurance policy may not be written on a "claims made" basis.

#### **8.7 UMBRELLA/EXCESS LIABILITY**

Umbrella/Excess Liability insurance with an 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.

#### **8.8 POLLUTION LIABILITY**

The Contractor shall maintain during the performance of this Contract, pollution liability insurance that provides coverage for sudden and accidental pollution damage to the environment caused by the Contractor while involved in the handling of hazardous substances. The Contractor agrees to include the City of Goodyear as additional insured on this policy. This policy shall be on an occurrence form or claims made policy issued from an insurance company with a Best Rating of A- or better or be approved by the City Risk Manager. Pollution Liability Insurance shall be secured and maintained in an amount of \$1,000,000 Combined Single Limit (CSR) each occurrence and \$2,000,000 Combined Single Limit (CSR) in aggregate.



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#### **8.9 HAZARDOUS MATERIALS**

Contractor agrees to comply with all applicable federal, state, and/or local laws, rules and regulations concerning the reporting, handling, and containment of hazardous materials located or uncovered on-site.

#### **8.10 DAMAGE TO CITY PROPERTY**

Except for the negligence of the City of Goodyear, its officials, directors, officers, employees, attorneys, agents, and representatives, Contractor shall be liable to the city for any physical damage to City property and/or loss of use of City property arising out of any work performed pursuant to this Contract.

#### **8.11** The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations set forth in this Contract.

### **ARTICLE 9 – RISK OF LOSS AND LIABILITY**

#### **9.1 INDEMNIFICATION**

Unless a federal and state statute that expressly prohibits such indemnification, Contractor shall defend, indemnify, save and hold harmless the City of Goodyear, its officials, directors, officers, employees, agents, and representatives (hereinafter referred to as "Indemnatee") at all times after the date of this Contract from and against any and all Claims, caused by, relating to, arising out of, or alleged to have resulted from, in whole or in part, any negligent, reckless or intentional acts, errors, fault, mistakes, omissions, work, goods or service of the Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors or any other person for whose acts, errors, fault, mistakes omissions, work, goods or service the Contractor may be legally liable in the performance of this Contract. The Indemnification provided hereunder shall extend to Claims arising out of, or recovered under, Arizona's Workers' Compensation Law or the failure of Contractor to conform to any applicable and appropriate federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

In consideration of the award of this contract, Contractor agrees to waive all rights of subrogation against Indemnatee for Claims arising from the work performed by Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors pursuant to this Contract. This indemnification provision shall survive the expiration or earlier termination of this Contract.

For purposes of this Indemnification provision the term Claims shall mean claims, suits, actions, demands, proceedings, losses, settlement payments, disbursements, expenses, and damages of every kind and description (including but not limited to costs, interest, awards, judgments, diminution in value, fines, penalties or other charges, reasonable attorneys' fees, other professionals' fees, court filing fees and costs, arbitration fees, witness fees, and each other fee and cost of investigating and defending, negotiating, appealing or asserting any claim for indemnification under this Contract) (collectively referred to "Litigation Expenses").



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#### 9.2 **INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK**

The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, copyright or trademark or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or Services performed under this Contract. The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any claim, suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including courts costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in such suit or proceedings, it is so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.

#### 9.3 **TITLE AND RISK OF LOSS**

The title and risk of loss of material or services shall not pass to the City until the City actually receives and accepts the materials or services at the point of delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.

#### 9.4 **ACCEPTANCE**

All materials or services are subject to final inspection and acceptance by the City. Materials or services failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following: a) Waive the non-conformance; b) Stop the work immediately; c) Bring materials into compliance; and/or d) Terminate the Contract and seek all remedies available in law and in equity. This shall be accomplished by a written determination by the City.

#### 9.5 **LOSS OF MATERIALS**

The City does not assume any responsibility, at any time, for the protection of or for the loss of materials, from the execution of this Contract until the final acceptance of the work by the City.

#### 9.6 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH**

Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials and/or services. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

#### 9.7 **SHIPMENT UNDER RESERVATION PROHIBITED**

Contractor is not authorized to ship goods or perform services under reservation, and no tender of an invoice or bill of lading will operate as a tender of the goods or services.

#### 9.8 **WORK PERFORMED AT CONTRACTOR'S RISK**

Contractor shall take all precautions reasonably necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protections reasonably necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.



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#### 9.9 **SAFETY STANDARDS**

All items supplied pursuant to this Contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

#### 9.10 **PROJECT STAFFING**

Prior to the start of any Services under this Contract, the Contractor shall submit to the City detailed resumes of key personnel that will be involved in performing Services prescribed in the Contract for review and approval. At any time hereafter that the Contractor desires to change key personnel while performing under the Scope, the Contractor shall submit the qualifications of the new personnel to the City for prior approval. Key personnel include but are not limited to the Contractor's principal-in-charge, project manager, project designer, project architect, system architect, system manager and system engineer.

The Contractor will maintain an adequate and competent staff of qualified persons throughout the performance of this Contract as necessary for acceptable and timely completion of the services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor shall take prompt corrective action and, if required, remove such personnel from the Project and replace them with the new personnel agreed to by the City.

#### 9.11 **SUBCONTRACTORS**

Prior to beginning the work, the Contractor shall furnish the City for approval the names of subcontractors to be used on this Project. Any subsequent changes are subject to the approval of the City.

#### 9.12 **DAMAGE TO CITY PROPERTY**

Contractor shall perform all work so that no damage to any City buildings or property results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City. Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish in a manner which matches existing material as approved by the City at the Contractor's expense.

#### 9.13 **FORCE MAJEURE**

Neither Party shall be in default by reason of any failure in performance of this Contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable Acts of God; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions.

If either Party is delayed at any time in the progress of the Work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.



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#### ARTICLE 10 - NOTICES

- 10.1 NOTICES.** Unless otherwise provided herein, demands under this contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City: Troy Tobiasson, Project Manager  
190 N. Litchfield Road  
Goodyear, Arizona 85338

To Contractor:

Copy to: Roric Massey, City Attorney  
City of Goodyear Legal Services  
PO Box 5100  
190 N. Litchfield Road  
Goodyear, Arizona 85338

#### ARTICLE 11 – GENERAL PROVISIONS

- 11.1 COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS.** In all instances wherein the item and/or specifications require installation or construction in accordance with manufacturers or supplier's recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portions clearly marked for approval prior to the commencement of work on that item or portion of the contract.

**11.2 TRAFFIC REGULATIONS.**

- 11.2.1** All traffic affected by this construction shall be regulated in accordance with the City of Phoenix "Traffic Barricade Manual," the Uniform Standard Details and Specifications published by the Maricopa Association of Governments (MAG), the City's Standard details and these Special Provisions.
- 11.2.2** All traffic restrictions listed herein are to supplement the City of Phoenix "Traffic Barricade Manual," and are not intended to delete any part of the manual. All reference in the "Traffic Barricade Manual" to "arterial" and/or "collector" streets shall mean "arterial and/or major arterial" streets and are referred to as "major" streets in the following sections.
- 11.2.3** A minimum of two travel lanes (one for each direction) shall be maintained open to traffic at all times on all major streets. All Work that enters or crosses a major street must be done at times other than 6:00 a.m. to 8:30 a.m., and 4:00 p.m. to 7:00 p.m., weekends and city recognized holidays, unless the Contractor receives prior written consent from the City Representative.
- 11.2.4** A travel lane shall be defined as a minimum of ten (10) feet of clear street width with a safe motor vehicle operating speed of twenty-five (25) miles per hour.



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- 11.2.5** A travel lane will not be considered as satisfactorily open to traffic until it has been graded reasonably smooth and is paved with a minimum of two (2) inches of asphalt. This shall be considered temporary pavement and shall be removed completely before proceeding with final surfacing.
- 11.2.6** The Contractor shall provide and maintain all necessary traffic controls, and must provide flashing arrow boards to protect and guide traffic for all Work in the construction area.
- 11.2.7** Intersection area shall be defined as all of the area within the right-of-way of intersecting streets, plus three-hundred (300) feet beyond the center of the intersected streets on all legs of the intersection.
- 11.2.8** The Contractor shall maintain all existing traffic signs erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If any signs interfere with construction, the Contractor shall notify the Field Inspector at least 48 hours in advance for City forces to remove said signs. The Contractor shall be responsible for having all temporary traffic control signs installed and maintained during construction. The Contractor shall reset all traffic and street name signs to permanent locations, according to City specifications, when notified by the City Representative that construction is complete.
- 11.2.9** Local access to all properties on the subject project shall be maintained at all possible times in the form of a safe and reasonable direct route to at least one of the above defined major streets. Whenever local access cannot be maintained, the Contractor shall notify the affected property owner or user and the City Representative at least twenty-four (24) hours in advance.
- 11.2.10** The Contractor shall be required to provide a uniformed off-duty City of Goodyear police officer to assist with traffic control whenever traffic control whenever traffic is restricted at signalized intersection or at other locations if necessary in the opinion of the City Representative. If the Contractor chooses to use a police officer at other locations during peak traffic hours or to assist with other traffic control operations, the cost shall be included in the lump sum for "Traffic Control" and not paid out of the hours allowed for "Off Duty Goodyear Police Officer." All requests for off-duty officers will be made through the Goodyear Police Department, Off Duty Work Administrator. The Contractor must provide evidence of workmen's compensation coverage before any officer will be permitted to work. The employment of off duty uniformed police officers for traffic control does not change the interpretation of the Davis-Bacon Act which classifies traffic control workers as flagmen.

Measurement for payment of the uniformed off duty Goodyear police officer hours will be made by the actual number of man-hours used for traffic control at signalized major intersections or as approved by the Engineer. Because the quantity of hours is dependent on the Contractors schedule of activities, the unit price bid for this item will be administered as a contingency bid item and any adjustment in hours will not be subject to the 20 percent limitation.

Payment for the off duty Goodyear police officer will be made at the contract unit price bid per hour for OFF DUTY GOODYEAR POLICE OFFICER and shall include the net hourly rate for a police officer and the net hourly rate for the officer's supervisor, both with a three (3) hour minimum. A supervisor is required whenever four (4) officers are used or in the event that only a supervisor is available. The net hourly rate shall be increased to include withholding for Federal, State, FICA, Medicare, Workmen's Compensation insurance and any payroll administrative costs. An additional hourly rate will be charged for the use of any marked patrol vehicle(s).



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**11.2.11** The Contractor shall prepare a traffic control plan for the project and submit it to the City of Goodyear Engineering Department for review and approval at least seven (7) working days before the pre-construction conference. The traffic control plan shall include flashing arrow boards, barricades and signs, and shall address how local access to adjacent properties will be handled in accordance with the specifications herein. Any changes to the traffic control plan during construction shall be submitted to the City Streets Transportation Supervisor for approval at least seventy-two (72) hours before implementation. Payment for this item shall be made at the contract lump sum price for traffic control.

**11.2.12** It is the City's desire to maintain one lane of traffic in each direction on minor streets whenever possible. Should it become imperative for the Contractor to close off a portion of any minor street or reduce the travel way to a single lane, approval must be obtained from the City Streets Transportation Supervisor twenty-four (24) hours prior to implementing a traffic control change. Contractor must provide all the necessary signs to detour traffic and/or flaggers to control traffic for a single lane. The maximum amount of time that the street may be closed is from 9:00 a.m. until 4:00 p.m., week days (Monday - Friday).

#### **11.3. ENERGIZED AERIAL ELECTRICAL POWER LINES**

The utility company maintains energized aerial electrical power lines in the immediate vicinity of this project. Do not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractor shall be responsible for identifying and notifying all utility companies that may be impacted by the construction. The Contractor shall be responsible for ensuring that the utility companies review the construction site and provide specifications for appropriate safety clearance for all applicable lines as well as identify other safety measures. The Contractor shall be responsible for complying with all safety clearances and other safety measures specified by the applicable utility companies. The Contractor shall ensure that their employees and all other construction personnel working on this project are receiving adequate warning and safety instructions regarding the danger. (See: OSHA Standard 1926.550(a) (15).) As an additional safety precaution, Contractors should also be instructed to call the utility company to arrange, if possible, to have these lines de-energized or relocated when the work reaches their immediate vicinity. The cost of such temporary arrangements would be borne by the Contractor.

#### **11.4. OVERHEAD UTILITY LINES AND POLES**

Contractor is advised that when work around overhead lines and poles is required on a project, the Contractor shall coordinate with the City Representative and all utility companies who own, operate and/or maintain overhead lines and poles. The coordination may include, but not be limited to the following activities: pole bracing, de-energizing of lines, and temporary relocations. Contractor is responsible to contact the City Representative and applicable utility company representative and discuss the Contractor's proposed construction methods; in order to determine what actions the City and utility company must take and the costs related to those actions. The Contractor shall include these costs in the applicable bid items for this project.

#### **11.5. RECORD DRAWINGS**

The Contractor shall maintain one set of contract drawings with all changes, deviations, additions and deletions clearly marked thereon. Upon completion of the Work, this set of drawings, shall be marked "RECORD DRAWINGS," dated, and delivered to the Engineer prior to approval of the Contractor's final payment request.



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**11.5.1 AS-BUILTS.** As-Builts will be prepared as provided in the City of Goodyear Engineering Design Standards and Policies Manual.

**11.6 CONSTRUCTION SIGN**

The project type to be indicated on the sign shall be provided and installed in conformance with Project Specification.

**11.7 CONFLICT OF INTEREST**

**11.7.1** All parties hereto acknowledge that this Contract is subject to cancellation by the City pursuant to the provisions of A.R.S. § 38-511, relating to conflicts of interest.

**11.7.2** To evaluate and avoid potential conflicts of interest, the Contractor will provide written notice to the City, as set forth in this section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice will be given seven (7) business days prior to commencement of the Project by the Contractor for a third party, or seven (7) business days prior to an adverse action as defined below. Written notice and disclosure will be sent to the Project Manager as set forth in Article 10.

**11.7.3** Actions considered to be adverse to the City under this Contract include but are not limited to: (a) using data as defined in the Contract and acquired in connection with this Contract to assist to a third party in pursuing administrative or judicial action against the City; (b) testifying or providing evidence on behalf of any person in connection with administrative or judicial actions against the City; and (c) using data to produce income for the Contractor or its employees independently of performing the services under this Contract without the prior written consent of the City.

**11.7.4** The Contractor represents that except for those persons, entities and projects previously identified in writing to the City, the services to be performed by the Contractor under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

**11.7.5** The Contractor's failure to provide a written notice and disclosure of the information as set forth in this section will constitute a material breach of this Contract.

**11.8 CONTRACTOR'S LICENSE AND PRIVILEGE LICENSE**

Prior to award of this Contract, the Contractor must provide to the City's Representative, its Contractor's License Classification and number, its City of Goodyear Privilege License number, and its Federal Tax I.D. number.

**11.9 SUCCESSORS AND ASSIGNS**

The City and the Contractor will each bind itself, and their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Contract. Neither the City nor the Contractor will assign, sublet, or transfer its interest in this Contract without the written consent of the other. In no event will any contractual relation be created or be construed to be created as between any third party and the City.

**11.10 COVENANTS AGAINST CONTINGENT FEES**

The Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that





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no member of the City Council, or any employee of the City of Goodyear has any interest, financially, or otherwise, in the firm. The City of Goodyear will in the event of the breach or violation of this warranty, have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Amount or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **11.11 CONFLICT AUDIT**

Within thirty (30) days of being requested to do so, Contractor agrees to provide the City an itemized summary of any and all gifts Contractor, its directors, officers, managers, employees, agents and/or representatives have made to any City employee or employee's relative(s) during the year prior to the date of the Contract through the date of the request. The summary shall include the date the gift was made, a description of the gift, the City employee(s) or employee's relative(s) that received the gift, and the value of the gift. The summary shall be signed and its truthfulness certified by Contractor. For purposes of this section the term "Gift" means anything of value that is provided to the employee and includes, by way of example, but not limitation, meals, free use of vacation homes, low interest or no interest loans, tickets to sporting events, tickets to charitable events, entertainment expenses, travel expenses, drinks, and the like. The failure to comply with any request made pursuant to this section and/or the submission of a summary that contains material misrepresentations constitutes grounds for debarment and the refusal to allow Contractor to participate in any future contracts with the City.

#### **11.12 NON-WAIVER CONTRACT PROVISION**

The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof will not be construed to be a waiver of such provisions, nor will it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

#### **11.13 GOVERNING LAW; CHOICE OF VENUE**

This Contract will be deemed to be made under, shall be construed in accordance with and governed by the laws of the State of Arizona, without regard to the conflicts of law or choice of law provisions thereof. An action arising out of this Contract shall be commenced and maintained in the in the Superior Court of the State of Arizona in and for the County of Maricopa County, Arizona, regardless of residence or domicile, for any action at law or suit in equity arising out of or relating to the bidding, award, performance or completion of the work; payment for work performed; termination; or any other claim arising out of or related to the contract documents and/or work. For this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court. Contractor consents and submits to service of process at the address specified in this Agreement. If the parties agree in writing to mediation, all proceedings shall be conducted in Goodyear, Arizona. This provision shall apply to all sub-contracts and all agreements between Contractor and Contractor's sureties and insurers, altering that paragraph only to identify properly the contracting parties.

#### **11.14 SURVIVAL**

Article 11 and all warranties, representations and indemnifications by the Contractor will survive the completion or termination of this Contract.

#### **11.15 MODIFICATION**

No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provision of this Contract, except as expressly provided herein to the contrary.



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#### **11.16 BONDS REQUIRED**

Bid, payment and performance bonds are required for this solicitation. Please refer to Special Terms and Conditions.

#### **11.17 SEVERABILITY**

If any provision of this Contract or the application thereof to any person or circumstances is found to be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

#### **11.18 INTEGRATION**

This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

#### **11.19 TIME IS OF THE ESSENCE**

Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence. The City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

#### **11.20 THIRD PARTY BENEFICIARY**

This Contract will not be construed to give any rights or benefits in the Contract to anyone other than the City and the Contractor. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City and the Contractor, and not for the benefit of any other party.

#### **11.21 COOPERATION AND FURTHER DOCUMENTATION**

The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Contract.

#### **11.22 DISPUTES**

In any unresolved dispute arising out of an interpretation of this Contract or the duties required therein, the final determination at the administrative level will be made by the City Representative.

#### **11.23 CLAIMS UNDER THIS ARTICLE**

**11.23.1** All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of or relating to the Contract Documents or their breach shall be handled and resolved as provided in this Article 11.

**11.23.2** A claim means a written demand or assertion by City or Contractor seeking an adjustment in Contract Price or Contract Time (or any other relief arising out of or relating to the Contract Documents) which may become a claim after a determination by the City Representative under the appropriate provision(s) of the Contract Documents.

**11.23.3** Claims for which a provision of the Contract Documents specifically authorizes or excludes the relief sought by the claimant shall be handled and resolved in accordance with the applicable provision.

**11.23.4** No claim shall be valid unless it is based on written notice (stating the nature of the claim) delivered by the party making it to the other party promptly, but in no event later than thirty (30) days after or the City's determination giving rise to the claim. The claim submittal with all supporting data



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shall be delivered within sixty (60) days after determination. The burden of proving a claim is on the party asserting it.

**11.23.5** Notwithstanding anything to the contrary in this Article, City shall not be required to deliver notice of any claim for liquidated damages or involving retention (or securities in lieu) until sixty (60) days after final acceptance.

**11.23.6** Contractor claims shall be submitted to City Representative for written decision by the City. City claims shall be submitted to Contractor for a written decision by City Representative.

#### **11.24 CERTIFICATION OF CONTRACTOR CLAIMS**

For all Contractor claims alleging an increase in Contract Price or Contract Time, Contractor shall submit an affidavit executed by an officer or partner in charge at Contractor's plant or location involved, or by a responsible senior officer or general or managing partner of Contractor, certifying that the claim is made in good faith; the amount claimed accurately reflects the adjustments in Contract Price or Contract Time for which Contractor believes City is liable; the claim covers all costs and delays to which Contractor is entitled from the Occurrence of the claimed event; and that supporting cost and pricing data are current, accurate, complete and represent Contractor's best knowledge and belief.

#### **11.25 DETERMINATION ON A CLAIM**

All claims will be handled as provided in the Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction.

#### **11.26 WITHHOLDING PAYMENT**

The City reserves the right to withhold funds from the City's progress payments up to the amount equal to the claims the City may have against the Contractor, until such time that a settlement on those claims has been reached.

#### **11.27 CONFLICT IN LANGUAGE**

As set forth in this contract, all work or deliverables performed will conform to all applicable City of Goodyear codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this contract will prevail.

#### **11.28 LAWS AND REGULATIONS**

This contract shall be governed by and constructed in accordance with the laws of the State of Arizona and all applicable regulations related to federally assisted projects. The Contractor shall keep fully informed, observe and comply with all existing and future Federal, State, City and County laws, ordinances, rules, regulations and Occupational Safety and Health Standards (OSHA) in any manner affecting the Work herein specified.

#### **11.29 WARRANTY PERIOD**

In accordance with the City of Goodyear Engineering Design & Policy Manual, work shall be guaranteed against defective workmanship or materials for a period of two (2) years from the date of final Completion. In the event defects develop within the warrantee period, you are required to initiate repairs within fourteen (14) days of receipt of written notice from the City Representative.

#### **11.30 CONTRACT TERMINATION**

Any contract entered into as a result of this Invitation for Bid is for the convenience of the City and as such,



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may be terminated without default by the City by providing a written thirty (30) day notice of termination.

#### **11.31 CANCELLATION**

The City reserves the right to cancel the whole or part of this of this contract due to failure by the Contractor to carry out any obligation, term or condition of the contract.

**11.31.1** The Contractor provides material that does not meet the specifications of the contract.

**11.31.2** The Contractor fails to adequately perform the services set forth in the specifications of the contract.

**11.31.3** The Contractor fails to complete the work required or to furnish materials required within the time stipulated in the contract.

**11.31.4** The Contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the contract.

**11.32** Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Contractor to adequately address all issues of concern may result in the City resorting to any single combination of the following remedies:

**11.32.1** Cancel any contract;

**11.32.2** Reserve all rights or claims to damage for breach of any covenants of the contract; Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test or analysis finds a material non-compliance with the specifications, the actual expense of testing shall be borne by the Contractor.

**11.32.3** In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Contractor by:

**11.32.3.1** Deduction from unpaid balance;

**11.32.3.2** Collection against the bid bond and/or performance bond, or;

**11.32.3.3** Any combination of the above or any remedies as provided by law.

#### **11.33 CONTRACT DEFAULT**

The City, by written notice of default to the Contractor, may terminate the whole or any part of this Contract in any one of the following circumstances:

**11.33.1** If the Contractor fails to make delivery of the supplies or to perform the services within the time specified; or

**11.33.2** If the Contractor fails to perform any of the other provisions of the contract and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this Contract in whole or part, the City may procure supplies or services similar to those terminated and the Contractor shall be liable to the City for any excess costs for such similar supplies or services.

#### **11.34 CONTRACT INTERPRETATION**

**11.34.1 Provisions Required by Law** Each and every provision of law and any clause required by federal, state or local law to be in this Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.



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**11.34.2 Parol Evidence** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in trade shall be relevant to contradict, supplement or explain any term used in this Contract.

**11.34.3 Contract Order Of Precedence** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

1. Special Terms and Conditions
2. Standard Terms and Conditions
3. Specifications
4. Fee Schedule
5. Attachments
6. Exhibits
7. Invitation to Bid, Instructions to Bidders and other documents referenced or included.

**11.34.4 Independent Contractor** Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

**11.34.5 Non-Waiver Monies Due** The City of Goodyear as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

**11.34.6 Ambiguities Not Held Against Drafter** This Contract having been freely and voluntarily negotiated by all parties and the rule of contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Contract.

### **11.35 CONTRACT ADMINISTRATION AND OPERATION**

**11.35.1 Work Product, Equipment And Materials** All work product, equipment, or materials created or purchased under this Contract are considered the sole property of the City and must be delivered to the City upon termination, abandonment of the Contract or final payment to the Contractor and shall not be used or released by the Contractor without prior authorization from the City. Work product includes, but is not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interest Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the materials. Contractor shall place the professional seal of Contractor on all plans and documents prepared in the performance of this Contract.

**11.35.2 Confidentiality And Encryption** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract are confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not disclose data generated in the performance of the Service to any third person without the prior written consent of the City Manager.



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Personal identifying information, financial account information or restricted City information, whether electronic format or hard copy, are considered confidential information and must be secured and protected at all times to avoid unauthorized access. At a minimum Contractor shall ensure that all electronic transmissions of confidential data are encrypted and any cryptographic algorithm implementations used must have been validated by the National Institute of Standards and Technology (NIST). The use of proprietary encryption algorithms will not be allowed for any purpose. The export of encryption technologies is restricted by the U.S. Government.

In the event that data collected or obtained by Contractor in connection with this Contract is believed to have been compromised, Contractor shall notify the City Attorney immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm and justifies injunctive relief in court. A violation of this section may result in immediate termination of this Contract without further notice. The obligations of Contractor under this section shall survive the termination of this Contract.

**11.35.3 Conflict Of Interest/Third Parties** Contractor shall provide written notice to the City as set forth in this section, of any work or Services performed by the Contractor for third parties that, to the extent that the Contractor is aware, involves or is associated with any real property or personal property owned or leased by the City or which may be adverse to the City. Notice shall be given seven (7) days prior to commencement of the Services by the Contractor for a third party. Written notice and disclosure shall be sent to:

Roric Massey, City Attorney  
City of Goodyear  
190 N. Litchfield Rd  
Goodyear, Arizona 85338

Actions that are considered to be adverse to the City include but are not limited to:

1. Using data acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
2. Testifying or providing evidence on behalf of any third party in connection with an administrative or judicial action against the City; and
3. Using data to produce income for the Contractor, its subcontractors or employees independently of performing the services under this Contract, without the prior written consent of the City.

The Contractor represents that except for those persons, entities and projects identified to the City, the Services to be performed by the Contractor under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City. The Contractor's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of Contract.

**11.35.4 Audit/Billing And Expenses** The City reserves the right to request supporting documentation for all hourly amounts, cost of goods and reimbursable expenses charged to the City. Such records will be subject to audit at any time during the term of this Contract and for a period not to exceed two (2) years after any amount is billed. Within thirty (30) days of receiving a request, the Contractor will furnish to the



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City original invoices to support all charges and complete payroll records to support such hourly labor charges. The City reserves the right to audit any other supporting evidence necessary to substantiate charges related to this Contract, both direct and indirect costs, including overhead allocations if they apply to hourly costs associated with this Contract. If requested by the City, the Contractor will provide supporting records electronically in addition to a hard copy.

If the audit reveals overcharge, the Contractor will reimburse the City upon demand for the amount of such overcharges plus interest thereon from the date paid by the City through the date of reimbursement. If the overcharges exceed 5% of Contractor's compensation, then Contractor shall also reimburse the City for the cost of the audit.

The Contractor shall include a similar provision in all of its agreements with subcontractor providing goods and/or services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the subcontractor records to verify the accuracy of any similar amounts charged to the City.

**11.35.5 Advertising** Contractor and all subcontractors shall not advertise or publish new releases concerning this Contract, goods or services provided to the City without prior written consent of the City Attorney.

**11.35.6 City Marks** The Contractor and all subcontractors shall not use any trade name, trademark, service mark, or logo of the City (or any name, mark or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

**11.35.7 Licenses And Permits** Contractor and all subcontractors shall keep current federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

**11.35.8 E-Verify** Contractor and all subcontractors warrant compliance with the e-verify statute, A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this contract, and shall subject this contract to penalties up to and including termination of the contract. The City retains the right to inspect the papers and records of any of Contractor's employees or any subcontractor employees working on the contract to ensure compliance with this requirement. For this section, Contractor shall have the meaning of Contractor as found in A.R.S. § 41-4401, and subcontractor has the same meaning as found in A.R.S. § 41-4401.

**11.35.9 Non-Discrimination** Contractor and all subcontractors will not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354.

**11.35.10 Compliance** The Contractor and all subcontractors understand and agree to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 as amended. The Contractor agrees to comply with these laws and Arizona Executive Order 2009-09 in performing this Contract and to permit the City to verify such compliance.

**11.35.11 Continuation During Disputes** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of the Contractor during the continuation of any such dispute unless enjoined or prohibited by the City or an Arizona Court of competent jurisdiction.

**11.35.12 Cooperative Statement** This contract shall be for the use of the City of Goodyear. In addition, eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. Any eligible agency may elect to participate (piggyback) on this contract if the Contractor agrees to do so.



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**11.35.13 Captions** The captions used herein are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions hereof.

**11.35.14 Bankruptcy** This Agreement, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of the Contractor.

**11.35.15 Continuation of Services – Israel** Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.

#### 11.36 **AUTHORIZED CHANGES**

The City reserves the right at any time to make changes in any one or more of the following: (i) specifications; (ii) methods of shipment or packing; (iii) place of delivery; (iv) time of delivery; and/or (v) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or deliver schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Prior increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the City.

#### 11.37 **WARRANTY**

**11.37.1 Guarantee** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it is shown that the defect was caused solely by misuse of the City.

**11.37.2 Quality** Contractor expressly warrants that all goods and services furnished under this Contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods and services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods and services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors and assigns.

**11.37.3 Responsibility For Correction** Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the Contractor (including parts, labor, shipping or freight) without cost to the City. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return. It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.

**11.37.4 Investigation Of Conditions** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which it is to perform and enters into this Contract based upon the Contractor's own investigation.





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**11.37.5 Workmanship** Where not more specifically described in any of the various sections of the 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 of the services or goods. All goods and services shall be provided and executed by personnel skilled in their respective lines of work. Contractor warrants that all goods and services delivered under this contract shall conform to the specifications of this contract. Additional warranty requirements may be set forth in the Solicitation.

**11.37.6 Right To Inspect Plant** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.

**11.37.7 Preparation Of Specifications By Persons Other Than City Personnel** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

**11.37.8 Compliance With Applicable Law** Contractor shall comply with all applicable federal, state and local laws, codes and regulations; including all applicable building regulations, license and permits requirements.

#### **11.38 CITY CONTRACTUAL RIGHTS**

**11.38.1 Right Of Assurance** Whenever the City in good faith has a reason to question the Contractor's intent or ability to perform, the City may demand that the Contractor give written assurance of the intent and ability to perform. In the event that a demand is made and no written assurance is given within five (5) work days, the City may treat this failure as an anticipatory repudiation of this contract.

**11.38.2 Non-Exclusive Remedies** The rights and remedies of the City under this Contract are non-exclusive.


**11.38.3 Non-Exclusive Contract** The City reserves the right to purchase goods or services from another source only when necessary and determined appropriate by the City's Procurement Manager.

**11.38.4 Strict Performance** Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.

**11.38.5 Conflict Of Interest** This Contract is subject to the provisions of A.R.S. § 38-511 and may be canceled by the City, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is, or becomes, an employee, consultant, or agent of Contractor in any capacity with respect to the subject matter of the Contract while the Contract or any extension or amendment thereof, is in effect.

#### **11.39 CERTIFICATION**

By signing on the offer and acceptance page, the individual certifies that they are authorized to sign on behalf of Contractor and further certifies that (a) No collusion or other anti-competitive practices were engaged in to arrive at the terms of this Contract, and that this Contract is subject to the provisions of A.R.S. Section 38-511; (b) The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with this Contract. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resultant contract, and the Contractor may be debarred.

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#### **11.40 LICENSING, DEBARMENT AND SUSPENSION**


**11.40.1 Licensing/Permits** Contractor warrants and certifies that Contractor and its Subcontractors will maintain valid licenses, registrations, permits, and other approvals necessary to perform the Services required under this Contract ("Approvals"). Contractor shall immediately advise the City in writing of any change in information provided by Contractor or its subcontractors as it relates to any Approvals. Noncompliance with this provision is a material breach of Contract.

**11.40.2 Debarment/Suspension** Contractor warrants and certifies neither Contractor nor any of its subcontractor:

- a. Are presently debarred, suspended, proposed for debarment, declared ineligible or otherwise legally excluded from contracting with any federal, state or local government entity; and
- b. Have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property within a three (3) year period preceding this Contract;
- c. Are not, or have not been, indicted of or otherwise criminally charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing any public transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and
- d. Have not had one or more public transaction (federal, state or local) terminated for cause or default.

**11.40.3** City has no affirmative duty or obligation to confirm or deny the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.

#### **END OF STANDARD TERMS AND CONDITIONS**

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## SECTION 1.

- 1.1**      **BONDING.** An original bid bond for ten (10%) of the bid price is required to be submitted with the bid.

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

- 1.2**      A performance bond for one hundred (100%) of the Contract price is required at the time of execution of the Contract and shall meet the requirements of A.R.S., Title 34, as amended, if applicable.

- 1.3**      A payment bond for one hundred (100%) of the Contract price is required at the time of execution of this Contract and shall meet the requirements of A.R.S., Title 34, as amended, if applicable.

**1.3.1 Performance and Payment Bonds.** The Contractor is required to provide and pay for performance and payment bonds. Bonds shall cover the faithful performance (100%) of the Contract, and the payment of all obligations (100%) arising thereunder, in such form as the City may prescribe and with such surety or sureties as are approved. The Contractor shall deliver the required bonds to the City not later than the date of execution of the Contract. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power-of-attorney indicating the monetary limit of such power. The surety bonds shall be executed solely by a company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes, Title 20, Chapter 2, Article 1. The bond amounts shall be for one hundred percent (100%) of the Contract amount plus any authorized Change Orders added to the Contract, of which notice to the surety shall be waived. The bonds shall not be executed by an individual surety or sureties.

## END OF SPECIAL TERMS AND CONDITIONS



## **CITY OF GOODYEAR**

### **Scope of Work**


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The City of Goodyear, ("City") project scope consists of paving and drainage improvements to Goodyear Boulevard and Yuma Road. Goodyear Boulevard shall be widened between Yuma Road and Estrella Parkway along the northbound direction to include 2 through lanes, bike lane, and left and right turn lanes at Estrella Parkway. Proposed work includes raised median, curb & gutter, pavement, concrete scuppers, sidewalk, pedestrian ramps, roadside swales, retention basin, DG, streetlights, traffic signal modifications at Sherman Street, water & sewer stubs. Yuma Road will be widened on the north side from Goodyear Boulevard to approximately 450 feet east to provide a westbound right turn lane, with curb & gutter, pavement, concrete scupper, storm drain, headwall and roadside swale.

The City's S.A.T. Recharge Property to the east/south of Goodyear Boulevard will be re-graded, including basin modifications, berm & maintenance road construction, new fencing, monitor well modification, permanent soil stabilization and other earthwork activities.

The Contractor shall complete all project work within 90 total calendar days from notice to proceed. All work on the City S.A.T. Recharge Property, including fence removal/installation, shall be completed within 30 calendar days from notice to proceed.

### **END OF SCOPE OF WORK**

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	<b>Attachment A</b> <b>Construction Terms and Conditions</b> <b>CONTRACT NO. CON-17-3818</b>	


Listed herein you will find applicable construction terms and conditions:

## SECTION 1. INSTRUCTIONS TO BIDDERS

1. Eligibility of Contractors. When calling for bids for contracts for public work to be performed on behalf of the State or any political subdivision thereof, which will be paid for from public funds, no bid shall be considered for performance of a contract, including construction work which is not submitted by a bidder duly licensed as a Contractor in this State.

By submitting a bid and/or executing a contract with the City of Goodyear, ("City"), the bidder certifies, that neither it nor its principals, its subcontractors nor their principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Bidders Interested in More than One Bid. No person, firm or corporation shall be allowed to make, file, or be interested in more than one (1) bid for the same work unless alternate bids are called for in the specifications or any addenda. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.
3. Add Alternates. Bid award will be based on base bid. Add alternates will be unit priced per base bid as applicable.
4. Interpretation of Plans and Documents. If any person contemplating a bid for proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in or omissions from the plans and specifications may request written clarification per the city's Instructions to Bidders.
5. Plans and Specifications to Successful Bidder. The successful bidder may obtain five (5) sets of plans and specifications for this project from the City at no cost.
6. Alternates. Alternate proposals will not be considered unless called for in the documents or any addenda thereto. When alternates are requested, all requested alternates or alternate bid items, unless otherwise stated, shall be bid. If no change in the base bid will occur with the alternate, enter "No Change."
7. Approval of Substitutions. The materials, products and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered, before bid opening, unless written request for approval has been received per the city's Instructions to Bidders. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance and test data and any other information necessary for evaluation of the substitute. Bidder shall not be entitled to approval of a substitute and not substitutions will be accepted unless prior approval is obtained as set forth herein. If a substitute is approved, the approval shall be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
8. Use of "Equals". When the specifications for materials, articles, products and equipment state "or equal," Contractor may bid upon, and use materials, articles, products and equipment which will perform equally

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the duties imposed by the general design. The City Engineering Department will have the final approval of all materials, articles, products and equipment proposed to be used as an "Equal." It shall not be purchased or installed without the prior written approval from the City Engineering Department.

Approvals for "Equals", may be requested in writing per the city's Instructions to Bidders. The request shall state the name of the material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for approval of the equal. All approvals will be issued in the form of an Addendum.

9. Bidders in Default. No bid will be awarded to any person, firm or corporation that is in arrears or is in default to the City of Goodyear upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City of Goodyear, or who is debarred from participating in transactions with a federal department or agency, or has failed to faithfully perform any previous contract with the City of Goodyear.
10. Compliance with Uniform Standard Specifications for Public Works Construction. All construction shall be in compliance with the "Uniform Standard Specifications for Public Works Construction," which are sponsored and distributed by the Maricopa Association of Governments. Copies of these documents, with revisions, are on file in the office of the City Engineer of the City of Goodyear, and are hereby made a part of these Contract Documents.

Whenever in the Uniform Standard Specifications, the term "The Contracting Agency" is used, the meaning shall be the City of Goodyear.

In all cases where ASTM, AASHTO, AWWA, USAG, Federal, City of Phoenix, MAG Specifications, Maricopa County, Arizona State Highway, or other standard specifications are referred to, unless otherwise stated, revisions, supplements or addenda issued on or before the date of this contract, shall prevail. In the event of any conflict between these project specifications and the requirements of the plans, detail drawings, MAG Standard Details and Specifications as amended by the City of Goodyear, these project specifications shall prevail.

11. Compliance and Nondiscrimination. Work performed under this Contract shall be in compliance with specifications meeting American Standard Specifications for Making Building and Facilities Accessible and Usable by the Physically Handicapped; the Uniform Federal Accessibility Standards of April 1, 1988; the Americans With Disabilities Act, of January 1992, as amended, and the Equal Employment Opportunity requirements in compliance with nondiscrimination provisions of presidential Executive Order No. 11246 and Arizona Executive Order 2009-09, as amended.