

CITY OF WILLIAMS

113 S. 1st Street, Williams, Arizona 86046
(928) 635-4451



City of Williams

PROJECT MANUAL VISITOR CENTER PARKING LOT IMPROVEMENTS

BIDS DUE MAY 3, 2012 3:00 P.M.

CITY OF WILLIAMS, ARIZONA
VISITOR CENTER PARKING LOT
IMPROVEMENTS
PROJECT MANUAL

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NOTICE TO BIDDERS REQUIRED BID FORMS

THE FOLLOWING ITEMS MUST BE COMPLETED BY THE BIDDING CONTRACTOR AND SUBMITTED WITH **THIS COMPLETE AND INTACT BID PACKAGE** FOR THIS BID TO BE CONSIDERED RESPONSIVE. ANY AND ALL DEFICIENCIES OF ITEMS LISTED BELOW WILL BE CONSIDERED ADEQUATE REASON **TO REJECT THE BID IN ITS ENTIRETY.**

- COMPLETE BID PACKAGE (PROJECT MANUAL)
- ACKNOWLEDGMENT OF ADDENDA (SEE PAGE 7)
- BID PROPOSAL EXECUTION SHEET (SEE PAGE 8)
- BID SCHEDULE (SEE PAGE 10)
- SIGNATURES, SEALS & NOTARIES (WHEREVER NECESSARY)

This information is provided for your use in preparing all documents as required for a complete Bid Submittal. Please double check all requirements and if you have any questions regarding what is required with a submittal, please call and ask.

ADVERTISEMENT FOR BID

Sealed Bids will be received at the Office of the City Clerk, 113 South First Street, until 3:00 p.m. on Thursday the **3rd** day of **May 2012** to construct the **VISITOR CENTER PARKING LOT IMPROVEMENTS**.

The project consists of: VISITOR CENTER PARKING LOT IMPROVEMENTS and related work as required. It is the intention of the City of Williams to enter into a Contract for the proposed construction.

Contractors desiring to submit proposals may obtain copies of detailed plans, specifications and proposal forms and full information as to the proposed work at the office of the City Clerk, 113 South First Street, Williams, Arizona 86046, (928) 635-4451, or **www.williamsaz.gov**.

The City of Williams retains the right to reject any or all proposals as it may be deemed best for the interest of the City.

Brandon Buchanon
City Manager

Publish two (2) times only, Williams Grand Canyon News

BIDDING REQUIREMENTS

INFORMATION FOR BIDDERS

Bidder's attention is called to the fact that no bid is acceptable without the return the entire properly completed Proposal.

Bids will be returned unopened if not submitted properly sealed. Qualified bidders may obtain Plans and Specifications at the City of Williams, 113 South First Street, Williams, Arizona 86046, or at www.williamsaz.gov

The Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction are not attached to these Contract Documents. These standard specifications, which have been adopted by the City of Williams, are the governing specifications for this contract, as amended by the General and Special Provisions. All work is to be performed under this contract shall also follow the 2006 International Building Codes Standards.

Bids are to be made upon the Proposal Form(s) contained in and submitted with this contract specification book. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

Each Bid must be submitted in a sealed envelope, addressed to CITY CLERK, City of Williams, 113 South First Street, Williams, Arizona 86046.

Each sealed envelope containing a BID must be plainly marked on the outside as BID for VISITOR CENTER PARKING LOT IMPROVEMENTS. The envelope should bear on the outside the name of the BIDDER and his address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at OFFICE OF THE CITY CLERK, City of Williams, 113 South First Street, Williams, Arizona 86046.

The successful BIDDER shall submit or apply for a City of Williams Sales Tax License upon award of the contract. Applications can be obtained from the City of Williams, 113 South First Street, Williams, Arizona 86046 or www.williamaz.gov.

MANDATORY PRE-BID OPENING CONFERENCE

A Pre-bid opening conference will be held on April 23, 2012, at 10:00 a.m. in the City Council Chambers at 113 S. 1st Street, Williams, Arizona 86046.

Only contractors who participate in this pre-bid conference will be eligible to submit a bid.

CITY OF WILLIAMS, ARIZONA

PROPOSAL

TO: Honorable Mayor and Council
113 South First Street
Williams, Arizona 86046

Gentlemen:

In compliance with the Advertisement for Bids, the undersigned Bidder:

Having carefully examined the Contract Documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed, and agrees to execute the Contract Documents and furnish the required Bonds and Certificates of Insurance for the completion of said work, at the locations and for the prices set forth on the BID SCHEDULE.

Understands that construction of this project shall be in accordance with all applicable Standard Specifications and Standard Drawings and as otherwise required by the Project Plans, General Provisions and Special Provisions.

Understands that this proposal shall be submitted with a proposal guarantee of cash, certified check, cashier's check or surety bond (in accordance with Title 34, ARS) for an amount not less than ten percent of the total amount bid.

Agrees that upon receipt of Notice of Award from the City of Williams, he will execute the contract documents.

Work shall be completed within 90 calendar days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment. Bidder agrees to pay, as liquidated damages, the sum as stated in the latest revision of the MAG Specifications. Liquidated Damages shall be based upon the final contract amount.

The Bidder hereby acknowledges receipt of and agrees his proposal is based on the following Addenda. (If there are no addenda, write NONE below).

The City of Williams retains the right to reject any or all proposals and to waive minor defects and technicalities or withhold the award, as may be deemed best for the interest of the City.

This proposal shall be valid for a period of sixty days.

THIS PROPOSAL IS SUBMITTED BY _____, a corporation organized under the laws of the State of _____, a partnership consisting of _____ or individual trading as _____ of the City of _____ and is the holder of Arizona State Contractor's License(s):

Classification(s) _____

No.(s) _____

Respectfully submitted,

Firm

Address

By (Officer & Title)

Date

ATTEST:

(Officer and Title)

Witness (if Bidder is an Individual)

BID SCHEDULE – VISITOR CENTER PARKING LOT IMPROVEMENTS:
CITY OF WILLIAMS

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BID SCHEDULE INSTRUCTIONS:

1. Bidders must bid on all items.
2. All items will be paid for as Lump Sums. The “ENGINEERS ESTIMATED QUANTITY” and the “CONTRACTORS UNIT PRICE” will be used as a means of computing progress payments and as a basis for any Change Orders incurred.
3. The Owner reserves the right to recalculate the following Schedules if they appear mal apportioned.
4. The Lump Sum amounts indicated below are to include the Contractor’s cost of administration, mobilization, bonds, insurance, pavement markings, traffic control, and any other miscellaneous items required for the project.
5. **Bidders MUST submit a schedule of values itemizing the major components of the VISITOR CENTER PARKING LOT IMPROVEMENTS used to determine their lump sum bid amount.**

BID SCHEDULE – VISITOR CENTER PARKING LOT IMPROVEMENTS

CITY OF WILLIAMS

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Item No.	Description	Approx. Qty	Units	Unit Price	Bid Amount
BID # 1					
1	Grading and Over Excavating of Parking lot.				
2	Curbing/Gutter – Concrete	585	Linear Feet		
3	Installation of Drainage Ditch/Weed Mat and Rip Rap (4” – 6”)	220	Sq/Yd		
4	ABC 8” Thickness	1550	Sq/Yd		
5	Asphalt 3” Thickness	1550	Sq/Yd		
6	Stripping of parking Lot		Lump Sum		
7	Sales Tax @ _____ %		Sales Tax		
8	Total Bid Plus Tax	1	Total Bid		

*** Bidders MUST submit a schedule of values itemizing the major components of the VISITOR CENTER PARKING LOT IMPROVEMENTS used to determine their lump sum bid amount. BIDS WILL BE REJECTED IF THE DETAILED INFORMATION IS NOT INCLUDED.**

Bidder's Acknowledgement _____ Date _____
 Title _____

CITY OF WILLIAMS, ARIZONA
STATUTORY BID BOND
PROJECT NAME: VISITOR CENTER PARKING LOT IMPROVEMENTS

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1 OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has submitted bid for

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and
the Principal shall enter into a contract with the Obligee in accordance with the terms of
the proposal and give bonds and certificates of insurance as specified in the standard
specifications with good and sufficient surety for the faithful performance of the contract
and for the prompt payment of labor and materials furnished in the prosecution of the
contract, or in the event of the failure of the Principal to enter into the contract and give
the bonds and certificates of insurance, if the Principal pays to the Obligee the
difference not to exceed the penalty of the bond between the amount specified in the
proposal and such larger amount for which the Obligee may in good faith contract with
another party to perform the work covered by the proposal then this obligation is void.
Otherwise, it remains in full force and effect provided, however, that this bond is
executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and
all liabilities on this bond shall be determined in accordance with the provisions of the
section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 20__

Principal (Seal)

Surety (Seal)

By: _____

By: _____

Agency of Record

Agency Address

CONTRACT FORMS

AGREEMENT

This Agreement, made and entered into this _____ day of _____ 20____ by and between the City of Williams, Arizona, party of the First Part, termed in these Contract Documents as the "Owner" and _____ party of the Second Part, termed in these Contract Documents as the "Contractor,"

WITNESSETH, that in consideration of the mutual covenants hereinafter contained, the parties hereto agree with each other as follows:

1. It is understood by both parties hereto that the construction work hereinafter referred to is to be done on the premises of the Owner at Williams, Arizona. The Owner may award to others contracts for additional work, and the Contractor shall cooperate with any such other contractors and coordinate his work as directed by the Owner with the work included under any such other contracts.
2. The Contractor shall furnish and deliver all of the materials and perform all of the work described in the Specifications for _____ and shown on plans included in the back of the Specifications, it being understood that said Specifications and Plans are as fully a part of this Contract as if herein set forth, and that they are the property of the Owner.
3. That the work shall be completed within 90 calendar days and shall be delivered to the Owner free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons.
4. If the Bidder to whom an award is made, fails or refuses to execute the required Agreement within the time specified in Paragraph entitled "PROPOSAL" of these requirements, or such additional time as may be allowed, the proceeds of his proposal guaranty shall become subject to deposit in the Treasury of the municipality as monies available to compensate the Owner for damages as provided by ARS 34-201 for the delay in execution of the agreement and bonds and the performance of work hereunder, and the necessity of accepting a higher or less desirable bid from such failure or refusal to execute agreement and bond as required. If the successful Bidder has submitted a certified check or cashier's check as a proposal guaranty, the check will be returned after execution of this agreement. The certified check or cashier's check of other Bidders will be returned at the expiration of thirty (30) days from the date of opening of proposals or sooner, if the agreement is executed prior to that time.

5. The Contractor shall keep the premises and work clear and free of all mechanics' liens.
6. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Owner to the Contractor for said work and materials shall be _____ Dollars (\$_____), as per the proposal bid schedule, which amount includes all federal, state, and local taxes. This amount shall be payable through monthly progress payments, subject to the following conditions:
 - a. Contractor shall promptly submit all proper invoices necessary for the determination of the prices of labor and materials;
 - b. Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the site, on the basis of substantiating paid invoices, as estimated by the Engineer, less the aggregate of all previous payments, until the contract is fifty percent (50%) complete. When and after the contract is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if the Contractor is making satisfactory progress as determined by the city and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under the contract;
 - c. The city shall have the right to finally determine the amount currently due to the Contractor;
 - d. Monthly progress payments will be made by the Owner on or before thirty (30) calendar days after the receipt by the Owner of an approved estimate of the work completed;
 - e. Contractor agrees that title to all materials incorporated in the work and stored at the site shall vest with the Owner upon receipt of the progress payment;
 - f. The remainder of the Contract price, after deducting all such monthly payments, will be paid within sixty (60) days after acceptance of the completed work by the Owner; lien waivers from

the Contractor and from all subcontractors covering work performed and materials supplied on the project must be supplied by the Contractor to the Owner prior to the release of retention or alternate surety.

7. The Contractor shall not assign this Contract in whole or in part without the written consent of the Owner.
8. All prior negotiations, proposals, and understandings of the parties are merged in and superseded by this Contract, and there is no verbal or written contract, agreement, or understanding of any kind whereby the terms and conditions hereof are or can be changed, varied, modified, or explained in any manner whatsoever.
9. The Contractor shall not enter into any subcontract or issue any purchase order for the complete work, or any substantial part of the work, unless in each instance written approval shall have been given by the Owner. The Contractor shall be fully responsible to the Owner for the acts and omissions of the Contractor, subcontractors and all persons either directly or indirectly employed by them.
10. The Contractor shall not employ illegal aliens in accordance with A.R.S. §34-301.

IN WITNESS **WHEREOF**, the parties hereto have executed this instrument the day and year first above written.

CONTRACTOR

By _____

WITNESS OR ATTEST:

Title

CITY OF WILLIAMS

ATTEST

Mayor

STANDARD BID REQUIREMENTS

City of Williams Standard Bid Requirements

The Standard Bid Requirements shall apply unless specifically changed by the detailed specifications prepared for each bid item.

SPECIFICATIONS: All bids shall be for new merchandise unless otherwise specified.

The specifications listed as part of this bid are to reflect the minimum standards required by the City. All exceptions to the City's specifications must clearly be stated in the vendor's bid. If no exceptions are stated by the vendor the City will assume the vendor's bid is equal or exceed the specifications at the vendor's risk of correcting or replacing the equipment at the vendor's own cost.

The vendor is to submit with their bid full descriptive information on all products offered for consideration.

Bidders who feel specifications are overly restrictive or otherwise improper or inadequate should submit their concerns in writing at least five days in advance of the bid opening. The Finance Director may issue, by telephone and/or confirm by mail, to all known bidders, an addendum explaining the City's position on the question(s) raised.

USE OF BRAND NAMES: The use of the name of a manufacturer, brand, make or catalog designation specifying an item does not restrict bidders to that manufacturer, brand, make or catalog designation. This is used to simply indicate the character, quality and/or performance equivalence of the commodity on which proposals are submitted. In submitting a proposal on a commodity other than specified, bidder shall furnish complete data and identification with respect to the commodity they propose to offer. If a vendor does not indicate that the commodity offered is other than specified, it will be construed to mean that the bidder proposes the exact commodity as described.

ADDITIONAL INFORMATION: All questions, clarifications and requests for additional information are to be put in writing and faxed or mailed to the attention of:

Joe Duffy
City of Williams
113 S. 1st Street
Williams, AZ 86046
Fax Number: 928-635-4495
Email: jduffy@williamsaz.gov

The City **shall not** be responsible for vendors adjusting their bids based on any oral instructions made by any employees or officers of the City regarding the proposal instructions, drawing, specifications, or contract documents. All changes to the bid will be in the form of a written addendum, which will be furnished to all vendors who are listed with the City as having received the bid.

MATERIAL SAFETY DATA SHEET: Vendor is to supply Materials Safety Data sheets (M.S.D.S.) in accordance with Federal requirements with their bid response. If a bid is submitted without the MSDS, the bid may be considered non-responsive. Vendors entering the City workplace with materials requiring M.S.D.S. will supply the City with a M.S.D.S. covering those particular products the vendor may expose City employees or the general public to while working at the site.

WARRANTY: Seller expressly warrants that all goods and services covered by this bid shall conform to the specifications, drawings, samples or other description upon which the order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect and that the goods and services of the seller's design will be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect the seller's obligation under this warranty and such warranties shall survive inspection, test, acceptance and use. Seller agrees to replace or to correct defects of any goods or services not conforming to the foregoing warranty promptly, without any expense to the City including shipping and transportation cost, when notified of such nonconformity by the City.

In the event of failure by Seller to correct defects in or replace non-conforming goods or services promptly, City, after reasonable notice to the Seller, may make such corrections or replace such goods and services and charge seller for the cost incurred by the Buyer thereby.

The bidder's product, service and facilities shall be in full compliance with all applicable Federal, State and Local health, environmental and safety laws, regulations and ordinances, regardless of whether or not they are referred to by the City.

The vendor represents and warrants that all software and/or equipment offered in this bid will function without error or interruption related to date data, specifically including errors or interruptions related from functions which may involve date data from more than one century; the software and/or equipment requires that all date data include an indication of century in each instance; and all data output and results, in any form, shall include an indication of century in each instance.

All items shall be guaranteed for a minimum period of one (1) year unless otherwise specified against defects in materials and workmanship, except where it can be shown that the defect was caused by misuse and not faulty manufacturing.

The vendor is to state the warranty period offered and enclose a copy of the complete manufacturer's warranty information.

PATENTS: Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against the City of its agents, for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearances of goods or services furnished hereunder, and seller further agrees to indemnify the City and its agents against any and all expenses, losses, royalties, profits and damages including court costs and attorneys fees resulting from any such suit or proceeding, including any settlement.

The City may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and costs of each representation shall be paid by Seller.

INDEMNIFICATION: Seller shall defend, indemnify and hold harmless the City of Williams against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from defects in design, or from any act or omission of seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of seller.

EVALUATION: All things being equal on bids received, preference will be given to resident bidders of the City and to commodities produced or manufactured in the City and State.

If there is more than one item in a bid pack, the bid will be awarded on an item basis unless stated otherwise by the City in the bid package. If the vendor is submitting an all or none bid, please indicate so in the space provided here. Item prices are still to be shown on all or none bids.

All or none bid submitted by vendor () YES – Initials.

When determining the low responsive bid price the City will include the cost of options requested and selected, if any, as a part of the total bid price.

When evaluating bids, the City may incorporate known cost factors associated with the bid in determining the lowest responsive bid.

The City Council reserves the right to reject any and all bids, or any part thereof; to accept any bid or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.

ACCEPTANCE: All bids submitted to the City of Williams are to remain firm for a minimum period of 90 calendar days from the date the bids were officially opened, unless otherwise specified.

The successful vendor's bid is not officially accepted until such time as the vendor either receives a purchase order or a written notice of acceptance from the City of Williams Finance Director.

DELIVERY: The time of delivery must be stated in definite terms and may be a factor in making an award. Delivery must be made in accordance with the delivery time specified in the bid.

Risk of loss and/or damage shall be upon the seller until such time as the City has physically accepted the goods.

PAYMENT: All invoices will be paid 30 days after received by the City of Williams.

COMPLIANCE: It is agreed that the bidder shall be fully responsible for making any corrections, replacements, or modifications necessary for specification or legal compliance. Bidder agrees that if the product or service offered does not comply with the forgoing, the Finance Director has the right to cancel the sale at any time with full refund within 90 calendar days after notice of non-compliance and bidder further agrees to be fully responsible for any incidental and/or consequential damages suffered by the City.

TERMINATION: The City of Williams reserves the right to terminate this contract for non-performance by the vendor. The vendor may be given a reasonable opportunity to correct the deficiency prior to termination.

MEDIATION: If a dispute arises out of or relates to this agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the procedures in use by the alternative Dispute Resolution Program of the Coconino County Superior Court, unless other procedures are agreed upon by the parties. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is willing to join the mediation.

This agreement does not constitute a waiver of parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

NON-EXCLUSIVE CONTRACT: Any contract resulting from this bid shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Williams. The City reserves the right to issue multiple awards and to purchase from other sources when necessary.

BID TABULATION: The City will not disclose bid results over the telephone. Bid tabulations will be available for review at the City Office at 113 S. 1st Street, Williams, AZ 86046. Those bidders who would like a copy of the bid results may obtain one by sending a stamped self addressed envelope with their request.

GOVERNING LAW AND JURISDICTION: This agreement shall be governed by and construed in accordance with the laws of the state of Arizona.

SUBSEQUENT PURCHASES: The City of Williams reserves the right to purchase additional items as listed in this bid, if the vendor is willing to offer the same terms, conditions, and prices as submitted in this bid for a period of twelve (12) months from the date of City Council approval.

SPECIAL PROVISIONS

PROJECT SCOPE

The City of Williams intends to make improvements to the unpaved fenced in area North of the existing Visitor Center Parking Lot located at 200 West Railroad, Williams, Arizona 86046.

Contractor shall coordinate his work schedule with the City of Williams personnel in order to minimize the disruption of their normal working environment during project construction.

The project consists of overall grading of the lot to include a drainage feature, excavation and preparation of the parking lot subsurface with 8" of AB material, paving of the approximately 1550 sq/yd size parking lot with 3" of asphalt, and installation of approximately 585' of curb/gutter.

Due to the nature of the project, the exact finished product may depend on the professional recommendation of the contractor and/or may require minor modifications (specific dimensions, etc) at the recommendation of the contractor and subject to approval of the City.

The timeline for this project is very specific, making the ability to work within that timeline and coordinate with other involved parties critical.

Drawings and Plans for the project can be accessed at www.williamsaz.gov.

****ALL MEASUREMENTS APPROXIMATE****

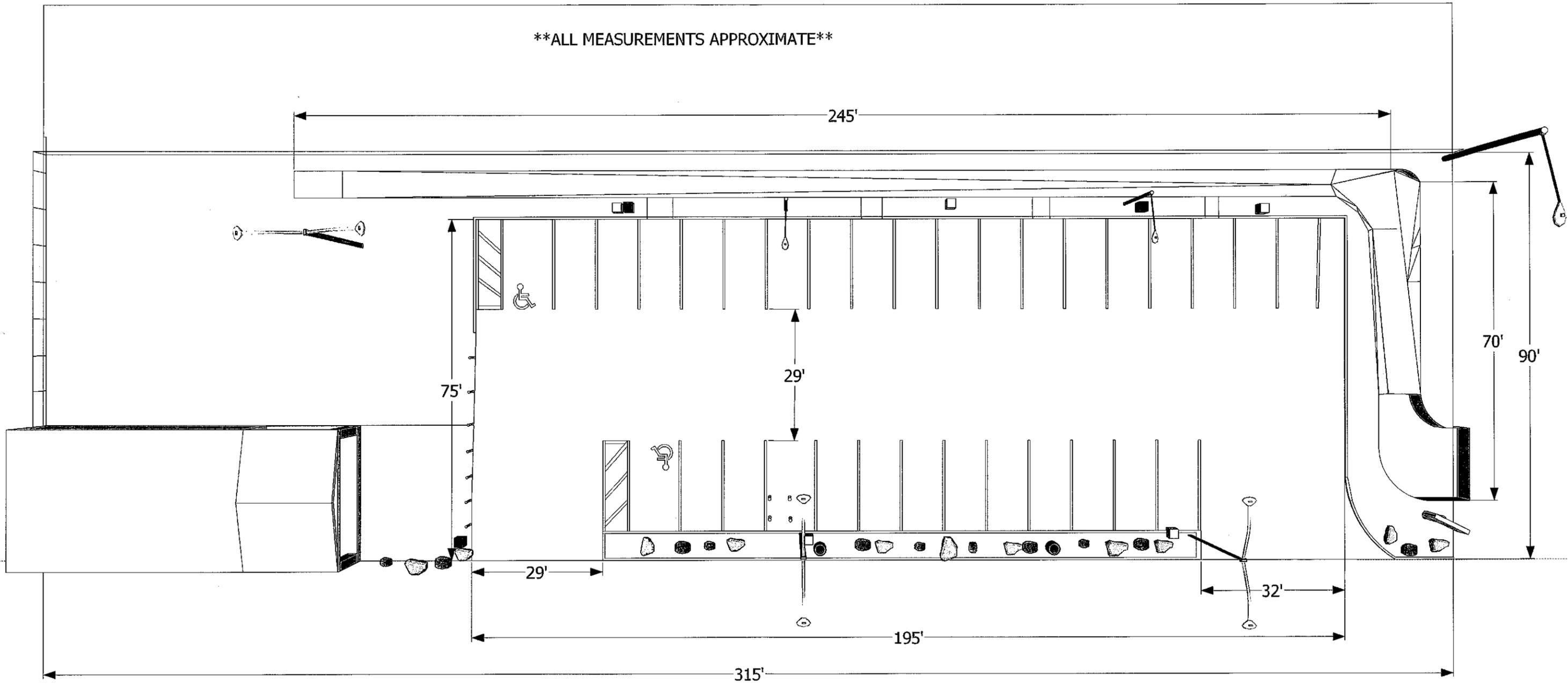
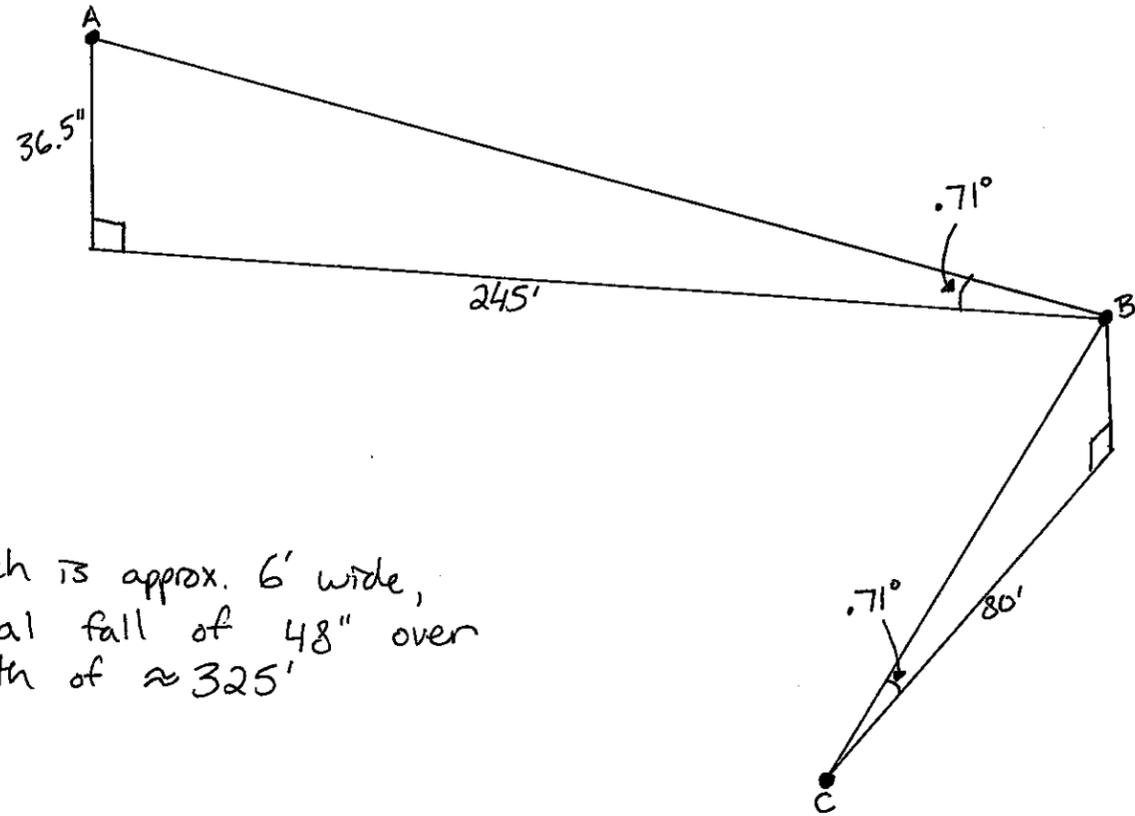
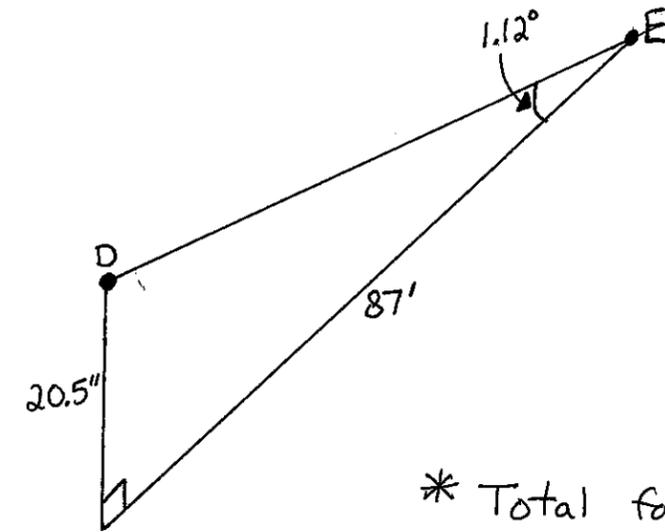


Exhibit A
"Ditch Detail"



* Ditch is approx. 6' wide,
total fall of 48" over
length of $\approx 325'$

Exhibit B
"Parking Lot Detail"



* Total fall of 20.5"
over length of 87'

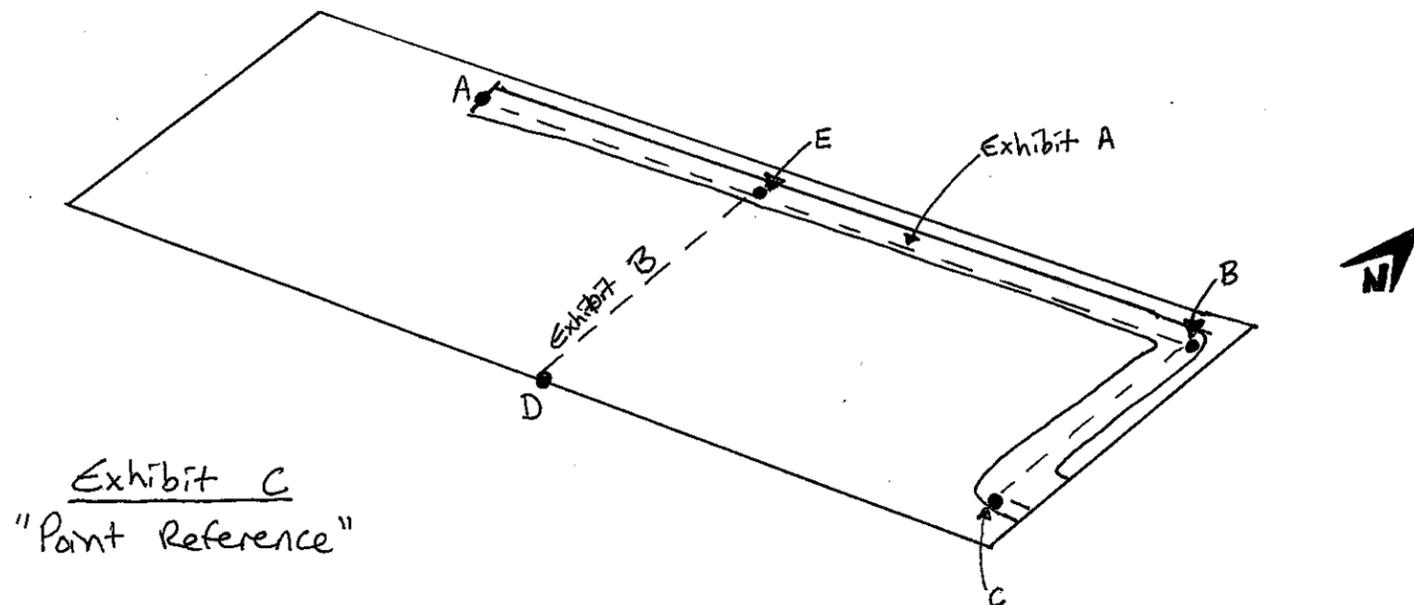


Exhibit C
"Point Reference"

** All Measurements Approximate **
Contractor may adjust dimensions
as necessary to achieve proper
drainage.