

**CITY CLERK
ORIGINAL**

**C-11040
08/09/2016**

**LINKING AGREEMENT
BETWEEN**

**THE CITY OF GLENDALE, ARIZONA
AND**

**SOUTHWEST ENVIRONMENTAL, INC. DBA SOUTHWEST ENVIRONMENTAL
TESTING, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ⁹ day of ~~August~~ 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Southwest Environmental, Inc., an Arizona corporation dba Environmental Testing, Inc. ("Contractor"), collectively, the "Parties."

RECITALS

- A. On June 18, 2013, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Peoria entered into a contract with Contractor to purchase the goods and services described in the Manhole Rehabilitation (on-call) Contract, Contract No. ACON26313 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was June 18, 2013, until the date the contract expires on June 30, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not

be extended beyond June 30, 2018. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until June 30, 2017. The City Manager or designee, however, may renew the term of this Agreement for one (1) one-year period until the Cooperative Purchasing Agreement expires on June 30, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work: Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed five hundred and fifty thousand dollars (\$550,000) annually or one million one hundred thousand dollars (\$1,100,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. **Notices.** Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o
Tom Kaczmarowski
Glendale, Arizona 85301
623-930-3630

and

Southwest Environmental Testing, Inc.
c/o Don McDowell
6452 North 16th Ave
Phoenix, AZ 85021

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By:

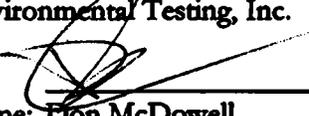


Kevin R. Phelps
City Manager

"Contractor"

Southwest Environmental, Inc.,
an Arizona corporation dba Southwest
Environmental Testing, Inc.

By:



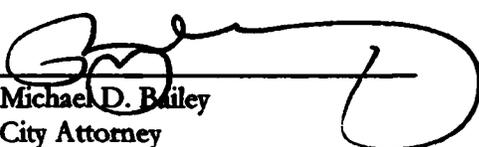
Name: Don McDowell
Title: President

ATTEST:



Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SOUTHWEST ENVIRONMENTAL, INC. DBA SOUTHWEST ENVIRONMENTAL
TESTING, INC.**

EXHIBIT A
Manhole Rehabilitation (on-call) Contract, Contract ACON26313

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SOUTHWEST ENVIRONMENTAL, INC. DBA SOUTHWEST ENVIRONMENTAL
TESTING, INC.**

**EXHIBIT B
Scope of Work**

PROJECT

Project entails manhole rehabilitation for manhole locations directed by the City. Rehabilitation work generally includes all rehabilitation efforts for all components of the manhole (bench, flowline, channel, cone, rings, cover, finished grade adjustments, etc.) as outlined in the linking agreement.

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TESTING, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in the City of Peoria Manhole Rehabilitation (on-call) Contract, Contract No. ACON26313.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$550,000 annually or \$1,100,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Compensation will be based on the fixed rates in Exhibit B.



CONTRACT AMENDMENT

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Buyer: Christine Finney

Solicitation No. P13-0069

Page 1 of 1

Description: Manhole Rehabilitation (on-call)

Amendment No. Three (3)

Date: 4/6/16

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 6/30/16.

New Contract Term: 7/1/16 to 6/30/17

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	April 19, 2016	Don McDowell, President	Southwest Environmental Testing, Inc.	
Signature	Date	Typed Name and Title	Company Name	
9452 N. 16 th Ave.	Phoenix	AZ	85021	
Address	City	State	Zip Code	

Attested By:

Rhonda Geriminsky, City Clerk



City Seal
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City of Peoria, Arizona

CC Number

ACON26313C
Contract Number

Director: Stuart Kent, Interim Public Works Director

Department Rep: James Cavanaugh, Utilities Supervisor

Approved as to Form:

Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

May 3, 2016 at Peoria, Arizona

Dan Zenko, Materials Manager

ACON26313C



CONTRACT AMENDMENT

**Materials Management
Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 86346
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Christine Finney

Solicitation No. P13-0069 Page 1 of 1
 Description: Manhole Rehabilitation (on-call)
 Amendment No. Two (2) Date: 4/2/15

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 6/30/15.

~~New Contract Term: 7/1/15 to 6/30/15~~

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>5-4-15</u>	<u>Don McDowell, President</u>	<u>Southwest Environmental Testing, Inc.</u>	
Signature	Date	Typed Name and Title	Company Name	
<u>9452 N. 16th Ave.</u>		<u>Phoenix</u>	<u>AZ</u>	<u>85021</u>
Address		City	State	Zip Code

Attested By:

04-27-2015
 Director: Bill Mattingly, Public Works Director

Department Rep.: James Cavanaugh, Utilities Supervisor
623-773-7475

ATTESTED BY:
ACON26313B
 Contract Number

Approved as to Form:

 Stephen M. Kemp, City Attorney

Rhonda Gerimisky, City Clerk

~~Contractor shall be bound to the terms of the contract as amended by the above terms.~~
 Executed at Peoria, Arizona

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 City of Peoria, Arizona



Dan Zenko, Materials Manager

ACON26313B



CONTRACT AMENDMENT

Solicitation No. P13-0069 Page 1 of 1
 Description: Manhole Rehabilitation (on-call)
 Amendment No. One (1) Date: 3/31/14

**Materials Management
 Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 6/30/14.

New Contract Term: 7/1/14 to 6/30/15

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	4-18-14	Don McDowell, President	Southwest Environmental Testing, Inc.	
Signature	Date	Typed Name and Title	Company Name	
9452 N. 16 th Ave.		Phoenix	AZ	85021
Address		City	State	Zip Code

Attested By:

Rhonda Geriminsky, City Clerk

Director: Bill Mattingly, Public Works Director

Department Rep: James Cavanaugh, Utilities Supervisor

Approved as to Form:

 Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:
 April 30, 2014, at Peoria, Arizona

Dan Zenko, Materials Manager



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 City of Peoria, Arizona

CC Number
 ACON26313A
 Contract Number

ACON26313A



City of Peoria, Arizona

Notice of Invitation for Bid



Invitation for Bid No:	P13-0089	Bid Due Date:	June 6, 2013
Materials and/or Services:	Manhole Rehabilitation (on-call)	Bid Due Time:	2:00 P.M. Arizona Time
Location:	City of Peoria, Materials Management	Pre-Bid Meeting:	May 23, 2013 @ 1:00 p.m.
Mailing Address:	9875 N. 85 th Avenue, 2 nd Floor Peoria, AZ 85345	Purchasing Agent:	Christine Finney
		Phone:	(623) 773-7115

In accordance with City of Peoria Procurement Code competitive sealed bids for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of Peoria Procurement Code. Bids shall be submitted in a sealed envelope with the invitation for bid number and the bidder's name and address clearly indicated on the front of the envelope. All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the entire invitation for bid package.

OFFER

To the City of Peoria: The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Peoria Standard Terms and Conditions (COP Form 202).

For clarification of this offer contact:	Telephone: 602.403.1423 Fax: 602.831.5012
Name: <u>Don McDowell</u>	Email: <u>dmcowell@swetinc.com</u>
<u>Southwest Environmental Testing, Inc.</u>	
Company Name	Authorized Signature for Offer
<u>9452 N. 16 AVE.</u>	<u>Don McDowell</u>
Address	Printed Name
<u>Phx AZ 85021</u>	<u>Pres.</u>
City State Zip Code	Title

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

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Purchase Order.

Attested by:	City of Peoria, Arizona. <u>June 17, 2013</u>
Rhonda Germinsky, City Clerk	Approved as to form:
CC	
	Stephen M. Kemp, City Attorney
<u>ACON26313</u>	Awarded on: <u>June 17, 2013</u>
Contract Number	
Official File	Dan Lenko, Materials Manager



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A CON 26313



City of Peoria, Arizona

Notice of Invitation for Bid



I. PREPARATION OF BID:

- a. All bids shall be submitted on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic or mailgram bids will not be considered.
 - b. The Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. Bid due date and time is stated as local Arizona time.
 - g. It is the responsibility of all Offerors to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.
2. **INQUIRIES:** Any question related to the *Invitation For Bid* shall be directed to the Buyer whose name appears as the contact on the IFB. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to an *Invitation For Bid* should refer to the appropriate *Invitation For Bid* number, page, and paragraph number. Offeror shall identify the envelope as containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Invitation For Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation For Bid*.
4. **LATE BIDS:** Late Bids will not be considered, except as provided by the City of Peoria Procurement Code. A vendor submitting a late bid shall be so notified.
5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid.
6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment shall be acknowledged by signing and returning the document with the offer at the specified bid due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of construction services within fourteen (14) calendar days after an approved pay request is received with a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
8. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall complete a Vendor Registration Application and submit it to the City of Peoria Materials Management Division.
9. **AWARD OF CONTRACT:**
- a. Unless the Offeror states otherwise, or unless provided within this *Invitation For Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is determined by the Materials Manager to be most advantageous to the City.
 - b. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all bids, or portions thereof, or
 - iii. Reissue a *Invitation For Bid*.
 - c. A response to a *Invitation For Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted and executed by the City Council or Materials Manager. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation For Bid*, unless modified by an Amendment.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page the Contractor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Contractor shall not discriminate against any employee or applicant for employment.
 - c. 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 the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **BRIBES AND KICK-BACKS:** The General Contractor shall not by any means:
 - a. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;
 - b. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;
 - c. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or
 - d. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the General Contractor has a direct or indirect proprietary or other pecuniary interest.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-8560
Phone: (623) 773-7115
Fax: (623) 773-7118

State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will 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 will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, 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. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTOR / SUPPLIER CONTRACTS:** The Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Contractor that the obligations of the Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Contractor, and that the Owner be a third-party beneficiary of the Contractor's agreements with its subcontractor(s) and supplier(s).
 - a. The Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).
 - b. The Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.
 - c. The Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Contractor, and that it will abide by those terms, conditions and requirements.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term 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 City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.



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The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above..
20. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
21. **INSPECTION:** All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the



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Contractor. If so 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 material into compliance.

This shall be accomplished by a written determination from the City.

22. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
23. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
24. **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. 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.
25. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
26. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
27. **LICENSES:** Contractor shall have at the time of bid submittal, and shall maintain in current status, all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. The conclusion of the issuing authority in each case is to be deemed conclusive for the purposes of complying with this provision. By submitting a bid for this public contract, you agree that, with respect to the contract, substantial compliance does not meet the minimum requirements of this or any provision hereof, or of any applicable law or other authority, and that strict compliance alone is adequate to meet those requirements, unless the City consents to such substantial compliance in writing at the time of bid submittal. The determination shall be made by the City.
28. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
29. **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.
30. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
31. **PUBLIC RECORD:** All offers 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 notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 20 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
32. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.



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33. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award
34. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
35. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
37. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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1. **DEFINITIONS:** The terms, as used in or pertaining to the contract, are defined as follows:

CITY: The word "City" shall refer to the City of Peoria, Arizona.

CONTRACTOR: The word "Contractor" is defined as the person, firm or corporation with whom the contract is made by the City.

CONTRACT: The word "Contract" will include the Invitation to Bid Notice, Instructions to Bidders, Bid, Bid Bond, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Change Order, Certificate of Insurance & Schedule A, Certificate of Completion, Contractor's Affidavit Regarding Settlement of Claims, Contractor's Affidavit Certifying Non-Collusion in Bidding, Standard Terms & Conditions, General Terms & Conditions, Special Terms & Conditions, Technical Provisions, Performance Provisions, Plans and Addenda thereto.

ENGINEER: The word "Engineer" is defined as the person, firm or corporation duly authorized by the City to act as agent in providing professional services including studies, planning, engineering design and construction administration services, inspecting materials and construction, and interpreting plans and specifications.

MATERIALS: The word "Materials" will include, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

SUBCONTRACTOR: The word "Subcontractor" is defined as those persons or groups of persons having a direct contract with the contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, and includes those who merely furnish materials not so worked.

WORK: The word "Work" shall include all labor necessary to accomplish the construction required by the Contract and all materials and equipment incorporated or to be incorporated in said construction.

2. **REFERENCE STANDARDS:**

2.1. The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications," are hereby adopted as part of these contract documents.

2.2. July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the "Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.

2.3. If any contradiction exists between "MAG Specifications" and this solicitation document, the solicitation language shall prevail.

3. **LAWS AND REGULATIONS:** The Contractor shall keep himself fully informed of all existing and future City and County ordinances and regulations and state and federal laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and protect and indemnify the City of Peoria, Arizona, and its officers and agents against any claim or liability arising from or based on the violation of any such ordinances, regulations or laws. It is the responsibility of the Contractor to obtain any and all information regarding the laws and regulations which may be referenced in the Specifications.

4. **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 men, tools, equipment or materials any private ground outside the property of the City of Peoria, Maricopa County, Arizona, without the consent of the owner.

The Contractor, at his own expense, is responsible for the acquisition of any additional easements or rights-of-way that he may desire to complete the work of this contract.

5. **PROPOSAL QUANTITIES:** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and the material to be furnished under this Contract, which have been estimated as stated in the Bids, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the bids offered for



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the work under this Contract. The Contractor further agrees that the City of Peoria will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or the whole or any part of the work in accordance with the Specifications and Plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damage or compensation except as may be provided in this contract.

6. **FEDERAL FUNDING:** It is the responsibility of the Contractor to determine on any project if federal wage rates apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates.
7. **PAYMENTS TO CONTRACTOR:** Payments will be made on the basis of itemized statements provided by the Contractor in accordance with these Specifications. Three (3) copies of an itemized statement should be submitted to the Office of the City Engineer. After verification, payments will be processed by the Management Services Department. Payments will be mailed by the Engineering Division. The City will make a partial payment to the Contractor on the basis of an estimate prepared by the Contractor, and approved by the City Engineer, for work completed through the last day of preceding pay period. The City will retain ten percent (10%) of each such estimate until acceptance of the project. The City will accept Securities in lieu of retention provided the Financial Institution is approved by the City. When required by the City Engineer or his authorized representative for the purposes of determining the equitableness of the Contractor's payment request, the Contractor shall furnish evidence satisfactory to the City Engineer or his authorized representative, of the sums paid by the Contractor for materials, supplies and other items of expense (i.e., lien releases).
8. **LOSSES AND DAMAGES:** All loss or damage arising out of the nature of the work to be done or from the action of the elements or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.
9. **CHARACTER AND STATUS OF WORKMEN:** Only skilled foremen and workmen shall be employed on work requiring special qualifications.

When required by the City Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section.

The Contractor shall be responsible for assuring the legal working status of its employees and it's subContractor's employees.
10. **WORK METHODS:** The methods, equipment and appliances used on the work shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the time limit specified.

Except as is otherwise specified, the Contractor's procedure and methods of construction may, in general, be of his own choosing, provided they follow best general practice and are calculated to secure results which will satisfy the requirements of the specifications and the supervision of the work.

The work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the roads. The Contractor shall exercise caution during the course of this construction work to avoid damage to all known existing or possible unknown existing underground utilities. He shall conduct his construction operations in such a manner as to avoid injury to his personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.
11. **PRE-CONSTRUCTION CONFERENCE:** Within 30 days of the issuance of the Notice of Award, the Contractor is required to attend a Pre-construction Conference. The city will contact the Contractor to schedule a specific date, time and location for the Pre-construction conference. The purpose of the meeting is to outline specific construction items and procedures and to address items which require special attention on the part of the Contractor. The Contractor may also



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present proposed variations in procedures which the Contractor believes may improve constructability of the project, reduce cost, or will reduce inconvenience to the public. Any necessary coordination and procedures for Construction inspection and staking will be addressed during the Pre-construction Conference. The Contractor will be required to provide the following information at the Pre-construction Conference:

- 11.1. Names and emergency telephone numbers of key personnel involved in the project.
- 11.2. Names and telephone numbers of all subcontractors proposed for use on the project.
- 11.3. A construction progress schedule showing the estimated time for start and completion of the major items of work.
- 11.4. A payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project.
- 11.5. A written proposal outlining the intended plans for maintaining continuous access to residences and businesses along the construction site, and traffic control.
- 11.6. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the City for review.

Each of the above items is subject to the review and approval by the City.

12. **NOTICE TO PROCEED:** Within 45 days of the issuance of the Notice of Award the City may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor.

No work shall be started until after all required permits, licenses, and easements have been obtained.

No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative.

The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

- 12.1. The start of construction in order to arrange for inspection.
- 12.2. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.
- 12.3. Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at anytime.
- 12.4. Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.
- 12.5. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

13. **TRAFFIC REGULATIONS:** All traffic affected by this construction shall be regulated in accordance with the *City of Phoenix -Traffic Barricade Manual*, latest edition and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.



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- 13.1. The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria.
- 13.2. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; **REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS** signs in accordance with the Traffic Barricade Manual.
- 13.3. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.
- 13.4. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes, and payment for all such services and materials shall be considered as included in the other pay items of the Contract.
- 13.5. The Contractor shall insure that all existing traffic signs are 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 these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications. Payment for this item shall be made at the contract lump sum price for **TRAFFIC CONTROL**.
- 13.6. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.
- 13.7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7062 or offduty@peoriaaz.gov.
- 13.8. The Police Department shall determine if traffic hazards at construction projects warrant the use of Police Assistants or AZ Post Certified Peace Officers to provide traffic control services. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062.
- 13.9. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.
- 13.10. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.
- 13.11. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.
- 13.12. No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.
- 13.13. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to



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direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.

- 13.14. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.
- 13.15. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

14. OUTDOOR CONSTRUCTION RESTRICTIONS: Peoria Ordinance No. 98-11 restricts outdoor construction as listed in the following table:

	Construction Type	April 2 – September 29	September 30 – April 1
A	Concrete Work	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.
B	Other Construction (within 500 feet of residential area)	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
C	Construction Work (more than 500 feet of residential area)	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

14.A. WORK HOURS IN THE PUBLIC RIGHT-OF-WAY

No interference with the traffic flow on arterial streets shall be permitted during the hours of 6:00 a.m. to 8:30 a.m. or from 4:00 p.m. to 7:00 p.m. unless prior authorization is obtained in writing by the City of Peoria Traffic Engineer or their assignee. Specific work hours may be stipulated by the City of Peoria on the projects' barricade plan.

During off peak hours, the minimum number of lanes shall be two lanes (one in each direction) on streets with four lanes or less and four lanes (two in each direction) on streets with five or more lanes.

Night work must have prior authorization from the City. In addition, certain areas of the City may have seasonal or special event restrictions for construction work as designated by the City on a case by case basis.

15. SURVEY CONTROL POINTS: Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner.

The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

16. 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 by the City Engineer. The Contractor shall turn over the entire work in full accordance with these Specifications before final settlement shall be made.

17. STOCKPILE OF MATERIALS:

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

18. EXCESS MATERIALS: When excavations are made, resultant loose earth shall be utilized for filling by compacting in place or disposed of off the site.

Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the project and disposed of by the Contractor. Disposal of material within the Peoria City Limits or Planning Area must be approved by the City Engineer or his authorized representative.



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Waste material shall not be placed on private property without express permission of the property owner.

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use.

Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized 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.

19. **DUST CONTROL AND WATER:** The dust control measures shall be in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations," namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of Peoria has received a copy of the Contractor's Dust Control Permit and Plan.

The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona, (602) 506-6700 extension 372.

The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of Peoria Utilities Division at (623) 773-7160. A \$1,000 deposit is required for each meter. An additional \$28.00 service fee is also required. The cost of the water is at the prevailing rate.

20. **TEMPORARY SANITARY FACILITIES:** The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

21. **ELECTRIC POWER, WATER AND TELEPHONE:** Unless otherwise specified, the Contractor shall make his own arrangements for electric power, water and telephone. Subject to the convenience of the utility, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

22. **ENERGIZED AERIAL ELECTRICAL POWER LINES:** The utility company may maintain 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. Contractors, their employees and all other construction personnel working on this project must be warned of the danger and instructed to take adequate protective measure, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 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 shall be borne by the contractor. The utility company can often respond to such request if two (2) days advance notice is given, but some situations may require up to sixty (60) days lead time for relocation or other arrangements.



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Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractors, their employees, and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A)).

23. **SOLID WASTE DISPOSAL:** The contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at its option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.
24. **RULES, REGULATIONS, TRAINING AND STANDARDS:** The Contractor and any subcontractors under the direction, control and/or contract of the contractor shall be required to implement, follow and adhere to all existing City and County ordinances and regulations, state and federal laws, and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. It is the responsibility of the Contractor to ensure that any person or persons entering the job site are provided with all necessary and required training and personal protection equipment while at that site. If a contractor is delayed, postponed or given a stop work notice because of any non-compliance to any required rules, regulations, training or standards then there will be no contract time extension allowed because of that non-compliance.
25. **IMMIGRATION ACT:** Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish an on-call contract for **Manhole Rehabilitation**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Prospective Bidders Conference:** Prospective bidders are invited to attend a conference to be held at the City of Peoria Municipal Offices:

ADDRESS: 9875 N. 85th Avenue
Peoria, Arizona 85345
Point of View Conference Room (1st Floor)

DATE: May 23, 2013

TIME: 1:00 p.m., Arizona Time

The purpose of this conference will be to clarify the contents of this Invitation For Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation For Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Invitation For Bid. Oral statements or instructions shall not constitute an amendment to the Invitation For Bid.

4. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
5. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid.
6. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
7. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

8. **Contract Type:** Fixed Price
9. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
10. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
11. **Interpretation of Plans, Specifications and Drawings:** If any person contemplating submitting a bid for the 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 Drawings or Specifications, he may, no later than five (5) days prior to the



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representative bid opening, submit to the City Engineer or his authorized representative a written request for an interpretation or correction thereof. Any interpretations or corrections of the proposed documents will be made only by Amendment duly issued and a copy of each such will be mailed or delivered to each person receiving a set of such documents. The City of Peoria will not be responsible for any other explanations or interpretations of the proposed documents.

12. **Conditions of Work:** Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the Contractor of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
13. **Time of Completion:** The Contractor shall commence work under this project on or before the fifth (5) day following the project start date indicated on the "Notice to Proceed" issued by the City of Peoria and shall fully complete all work under the project within the specified number of calendar days. 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.
14. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
15. **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 unless written request for approval has been received by the City or its representative at least ten (10) days prior to the scheduled closing time for receipt of bids. 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. If a substitute is approved, the approval shall be acknowledged in writing. Bidder shall not consider approvals made in any other manner. All requests for approval of substitutions must be submitted by Prime Contractor.
16. **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 the duties imposed by the general design. The City Engineering Division 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 prior written approval from the City or its representative. All requests for approval of equals must be submitted by Prime Contractor.

Approvals for "equals," before bid opening, may be requested in writing to the City Engineering Division for approval. Requests must be received at least ten (10) days prior to the date set for opening of the Bid. The request shall state the name of the material, article, product, or equipment for which the item is sought to be considered and equal and a complete description of the proposed equal including any drawings, cuts, performance specifications, test data and any other information necessary for approval of the equal. All approvals will be issued in writing. All requests for approval of equals must be submitted by Prime Contractor.
17. **City of Peoria Off-Site Permit:** The Contractor shall obtain an off-site permit, however, it will be limited to a \$25.00 charge. The Contractor will be responsible for any required Maricopa County permits or other agency permits.
18. **Independent Contractor:**
 - a. **General**
 - i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City of Peoria.
 - ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.



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b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

19. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
 - a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
20. **Liquidated Damages:** Liquidated Damages shall be assessed for each calendar day of delay. Liquidated damages shall be per MAG Specs., Section 108.9.
 - a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
 - b. In the event the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.
21. **Warranty:** Each offer shall provide a one year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications.
22. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the City.



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

The Contractor's insurance shall be primary insurance, and any insurance or self insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City.

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

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

23. Required Insurance Coverage:

a. General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, 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, Inc. Policy Form CG 00011207 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as



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broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

24. **Certificates of Insurance:** Prior to commencing Services under this Contract, Contractor shall furnish the City with Certificates of Insurance (naming the City as additionally insured), and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

25. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the City.
26. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.
27. **Bid Bond:** Non-revocable bid security payable to the City of Peoria in the amount of 10% of the total bid price is required. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the City of Peoria, Materials Management Division by the due date and time cited for this solicitation.

The City will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the City will:

- a. Issue a contract award notice for those offers accepted by the City;
- b. Return all checks to those who have not been issued a contract award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the contractor may be found to be in default and the contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the City of Peoria Procurement Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.



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All bid bonds shall be executed on the Bid Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

28. **Performance Bond:** The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price payable to the City of Peoria.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the City of Peoria, Materials Management Division within the time specified or ten (10) days after notice of award if no period is specified. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the City. In case of default the City reserves all rights.

All performance bonds shall be executed on the Performance Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

29. **Payment Bond:** The contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the City of Peoria.

Payment security shall be in the form of a payment bond, certified check or cashier's check.

All payment bonds shall be executed on the Payment Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

30. **Tax Formula:** Each bidder shall use the following tax formula for construction projects within the City of Peoria.

- a. Multiply subtotal of bid (including all materials, labor and profit) by 65%.

Example: $\$1,000.00 \times .65 = \650.00

- b. Multiply this result times the Peoria tax rate of 9.10%.

Example: $\$650.00 \times .0910 = \59.15

for this example: \$59.15 is the applicable tax to be applied to your subtotal in order to obtain the total cost of the bid.

31. **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:

- a. If the contractor fails to make delivery of the materials/supplies or to perform the services within elements of the project schedule or the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

32. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at



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all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contract's retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date.



SPECIFICATIONS

Materials Management Procurement

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City of Peoria Specifications Manhole Rehabilitation (on-call)

This specification covers work, materials and equipment required for protecting and/or rehabilitating concrete and masonry manholes. The manhole will be assessed as to condition and based on findings the necessary steps to rehabilitated the manhole will be performed. Once structural integrity is addressed a spray-application of a monolithic high-build epoxy coating will be applied to eliminate infiltration and provide corrosion protection. Procedures for surface preparation, cleaning, application and testing are described herein.

PART 1 - GENERAL

1.01 REFERENCES

- A. ASTM D638 - Tensile Properties of Plastics.
- B. ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.
- C. ASTM D695 - Compressive Properties of Rigid Plastics.
- D. ASTM D4541 - Pull-off Strength of Coatings Using a Portable Adhesion Tester.
- E. ASTM D2584 - Volatile Matter Content.
- F. ASTM D2240 - Durometer Hardness, Type D.
- G. ASTM D543 - Resistance of Plastics to Chemical Reagents.
- H. ASTM C109 - Compressive Strength Hydraulic Cement Mortars.
- I. ASTM C348 - Flexural Strength Hydraulic Cement Mortars.
- J. ASTM C396 - Compressive Strength of Cement Mortars.
- K. ACI 506.2-77 - Specifications for Materials, Proportioning, and Application of Shotcrete.
- L. ASTM C579 - Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars.
- M. ASTM C-580 - Flexural Strength, >4700psi, Tensile Strength, >1980psi
- N. ASTM C-478 - Bond to dry or damp concrete
- O. ASTM C-413 - Absorption
- P. ASTM C-308 - Working Time and Initial Set Time
- Q. ASTM - The published standards of the American Society for Testing and Materials, West Conshohocken, PA.
- R. NACE - The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.
- S. SSPC - The published standards of the Steel Structures Painting Council, Pittsburgh, PA.



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1.02 SUBMITTALS

A. PROCEDURES AND SUBMISSIONS

Contractor shall submit four (4) copies of submittals for each project, detailing each manhole to be rehabilitated of materials, drawings, schedules for the City's review and approval. Two of these will be returned to the Contractor once approved by the Engineer. The diagram drawings and schedules must show completely all the work to be done, and any error or omission in the construction work because of incomplete or erroneous diagram drawings and schedule shall be corrected by the Contractor at his own expense, even though the work is in place. Unless specifically requested as an exception by the Contractor, and approved by the Engineer in writing, the approval by the Engineer of any drawings, catalogs, schedule, sample, and related material is limited to compliance with the contract drawings and contract specifications, and such approval by the Engineer will not relieve the Contractor of the responsibility for errors or failure to properly coordinate all elements of the project affected by the submitted material. All submittals shall be clearly identified. All submittals shall have been checked by and stamped with the approval of the Contractor prior to submittal to the Engineer.

B. CERTIFICATION

When specified or requested by the Engineer, the Contractor shall submit a certificate executed by the manufacturer certifying that the materials or equipment to be incorporated in the work comply with the requirements of these specifications.

C. GUARANTEES AND TESTS

The Contractor shall furnish written warrants and reports on the findings of all tests that are specifically required in the Technical Specifications. Delivery of such warranties or test results shall not relieve the Contractor from any obligation assumed under any other provisions of the contract.

1. The following items shall be submitted:

- a. Technical data sheet on each product used, including ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications.
- b. Material Safety Data Sheets (MSDS) for each product used.
- c. Project specific guidelines and recommendations.
- d. Qualification of Contractor:
 - i. Manufacturer certification that Contractor has been trained and approved in the handling, mixing and application of the products to be used.
 - ii. Certification that the equipment to be used for applying the products has been manufactured or approved by the protective coating manufacturer and Applicator personnel have been trained and certified for proper use of the equipment.



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- iii. Three (3) recent references of Contractor indicating successful application of a high-build solventless epoxy coating by plural component spray application.
- iv. Proof of any necessary federal, state or local permits or licenses necessary for the project.
- e. Design details for any additional ancillary systems and equipment to be used in site and surface preparation, application and testing.
- f. Contractor shall submit proposed testing and quality control procedures and demonstrate at the request of the Engineer.
- g. Contractor shall submit evidence of the required five (5)-year Warranty as defined in Section 1.06 herein.

1.03 QUALITY ASSURANCE

- A. Contractor shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the protective coating manufacturer's recommendations.
- B. A protective coating manufacturer's representative shall provide site observation and site specific recommendations relative to surface preparation, handling, application and curing of its products. In addition, the manufacturer shall provide written certification that Contractor has been trained and certified by the manufacturer to handle and apply their products.

1.04 HANDLING

- A. Protective coating materials and repair materials are to be handled according to their material safety data sheets.

1.05 SITE CONDITIONS

- A. Contractor shall conform to all local, state and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.
- B. Method statements and design procedures are to be provided by the Contractor when confined space entry, flow diversion or bypass is necessary in order for Contractor to perform the specified work.
- C. All items necessary in order for the Contractor to perform the specified work and any incidental work not specifically covered are to be provided by the Contractor such as Blue Stake, Traffic control, equipment and personnel for confined space entry, flow diversion and/or bypass, and waste removal.

1.06 WARRANTY

- A. Applicator shall provide a Warranty against defects in materials and workmanship for a period of five (5) years, from the date of final acceptance of the project. Contractor shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship



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which may develop during said five (5) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without cost to the City of Peoria. The 5-year Warranty does not require a bond and can come from the manufacturer.

PART 2 - PRODUCTS

2.01 EXISTING PRODUCTS

- A. Cementitious patching and repair materials which will be used shall have manufacturer's provide information as to its suitability for topcoating with an epoxy coating. Project specific submittals should be provided including application, cure time and surface preparation procedures which permit optimum bond strength with the epoxy coating.
- B. Remove existing coatings prior to application of the new protective coating. Contractor shall maintain strict adherence to applicable NACE and SSPC recommendations with regard to proper surface preparation and compatibility with existing coatings. All waste material generated during surface preparation is the responsibility of the Contractor.

2.02 APPROVED MANUFACTURERS - *In accordance with the City of Peoria Standard Detail No. PE-101, 'Allowable Materials List', the following epoxy coating systems are the only approved coatings for the City of Peoria:*

- A. Raven Lining Systems Raven 405
- B. Joseph Painting Sewer Shield 101 +00S
- C. ~~Ap/M Permaform COR+GARD~~
- D. ~~C. Sauereisen SewerGard N. 210~~
- E. D. Neopoxy NPR-5300
- F. ~~Nevecoat SP-2000R and SL-100~~
- G. ~~Spectra Shield Liner Systems~~

2.03 REPAIR MATERIALS

- A. Repair materials shall be used to fill voids, fill all deep spalled areas, structurally reinforce and/or rebuild surfaces, etc. as determined necessary by the engineer and protective coating applicator. Repair materials must be compatible with the specified epoxy coating and shall be applied in accordance with the manufacturer's recommendations. If an area is deteriorated deeper than 2 ½ inches, caution should be taken to assure you do not lose structural integrity.
- B. The following products may be accepted and approved as compatible repair basecoat materials for epoxy topcoating for use within the specifications:
 - 1. 100% solids epoxy grout specifically formulated for epoxy topcoating compatibility. The epoxy grout manufacturer shall provide instructions for trowel or spray application and for epoxy topcoating procedures.
 - 2. Factory blended, rapid setting, high early strength, fiber reinforced, non-shrink repair mortar that can be trowelled or pneumatically spray applied may be approved if specifically



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formulated to be suitable for epoxy topcoating. Such repair mortars will require their manufacturer to provide information as to its suitability for topcoating with an epoxy coating. Project specific submittals should be provided including application, cure time and surface preparation procedures which permit optimum bond strength with the epoxy coating.

- 3. Shotcrete shall conform to all requirements of ACI-506.2-77 as published by the American Concrete Institute, Detroit, MI except as modified by these specifications. Shotcrete shall be composed of Portland Cement, aggregate and water so proportioned as to produce a concrete suitable for pneumatic application. Shotcrete ingredients shall be selected and proportioned in such a manner as will produce concrete which will be compatible for epoxy topcoating. Shotcrete shall have a minimum surface tensile strength of 300 psi. No coatings shall be applied unless test patches of coatings exhibit acceptable bonding characteristics and no outgassing as prescribed herein or the repair mortar manufacturer certifies acceptable topcoating parameters.

2.04 PROTECTIVE COATING MATERIAL

- A. Protective coating material shall meet these specifications - a 100% solids, solventless epoxy resin system thixotropic in nature and filled with select fillers to minimize permeability and provide sag resistance acceptable to these specifications (up to 200 mils in a single coat).

Product type	cured epoxy
Color	Light Blue or Ivory
Solids Content (vol %)	100
Compressive Strength	ASTM D695 >7000psi (7 Day)
Tensile Strength, psi	ASTM D638 >1,980psi (7 Day)
Tensile Elongation, %	ASTM D638 < 5.00%
Flexural Modulus, psi	ASTM D790 >7,000psi (7Day)
Hardness, Type D	ASTM D2240 80
Bond Strength - Concrete	>Tensile Strength of Concrete
Chemical Resistance to:	
{Examples}	
Sulfuric Acid, 10%	Immersion Service
Sodium Hydroxide, 20%	Immersion Service
MEK	Incidental Contact
{include reagents relevant to the project}	

2.05 PROTECTIVE COATING APPLICATION EQUIPMENT

- A. Specifically designed, or approved for use by the protective coating manufacturer, spray equipment for use in the application of the specified protective coating.

2.06 REPAIR MORTAR SPRAY APPLICATION EQUIPMENT (if spray applied)

- A. Specifically designed, or approved for use by the repair mortar material manufacturer, for continuous mixing and spraying of the material.



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PART 3 - EXECUTION

3.01 ACCEPTABLE APPLICATORS

- A. Repair mortar Contractor's should be trained to properly apply the cementitious mortar according to manufacturer's recommendations.
- B. Protective coating must be applied by a Certified Contractor of the protective coating manufacturer and according to manufacturer specifications.

3.02 EXAMINATION

- A. All structures to be coated shall be readily accessible to Contractor.
- B. Appropriate actions shall be taken to comply with local, state and federal regulatory and other applicable agencies with regard to environment, health and safety.
- C. Any active flows are the responsibility of the contractor shall be dammed, plugged or diverted as required to ensure that the liquid flow is maintained below the surfaces to be coated. All extraneous flows into the manhole at or above the area coated shall be plugged and/or diverted until the epoxy has set hard to the touch. Flow diversion and/or plugging liquid flow is subject to prior approval by the City of Peoria Wastewater Supervisor. For pipelines which exceed 15-inches in diameter or where otherwise unfeasible to plug and/or divert flows, the Contractor may request that the City waive the requirement to coat the pipeline invert. The City reserves the right to determine the feasibility of diverting and/or plugging the flows.
- D. Pipe joint seals that are required shall be installed by the contractor so no leaks may be present prior to commencing and during work.
- E. Installation of the protective coating shall not commence until the concrete substrate has properly cured in accordance with these specifications.
- F. Temperature of the surface to be coated should be maintained between 40 deg F and 120 deg F during application. Prior to and during application, care should be taken to avoid exposure of direct sunlight or other intense heat source to the structure being coated. Where varying surface temperatures do exist, care should be taken to apply the coating when the temperature is falling versus rising (ie. late afternoon into evening vs. morning into afternoon).
- G. The City may direct the contractor to proceed with rehabilitating the inverts in the event that the City determines the condition of the invert to be unsound. This change would require a Change Order for associated costs.

3.03 SURFACE PREPARATION

- A. Contractor shall inspect all surfaces specified to receive a protective coating prior to surface preparation. Contractor shall notify City of any noticeable disparity in the surfaces which may interfere with the proper preparation or application of the repair mortar and protective coating. In the event that the contractor encounters surface deterioration that extends greater than 2 ½ -



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inches from the existing finish side of the manhole, the contractor shall notify the City. All manhole inspections shall be included in the "Manhole Rehabilitation" bid item.

- B. In the event that the manhole is deemed by the City to not be repairable with a typical rehabilitation the Manhole will be removed from the Contractors list of manholes to rehabilitate and another will be added to the job list in its place.
- C. All concrete or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface.
- D. All contaminants including: oils, grease, dust, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed. The disposing of this waste is the responsibility of the Contractor.
- E. Surface preparation method(s) shall be based upon the conditions of the substrate, service environment and the requirements of the epoxy protective coating to be applied.
- F. All surfaces shall be repaired as required by the epoxy protective coating system in the intended service condition.
- G. Surfaces to receive protective coating shall be cleaned to produce a sound surface with adequate profile and porosity to provide a strong bond between the protective coating and the substrate. This shall be achieved with a high pressure water cleaning using equipment capable of 5,000 psi at 4 gpm. Detergent water cleaning and hot water blasting may be necessary to remove oils, grease or other hydrocarbon residues from the concrete. The method(s) used, shall be performed in a manner that provides a uniform, sound clean neutralized surface that is not excessively damaged.
- H. A mild chlorine solution may be used to neutralize the surface to diminish microbiological bacteria growth prior to final rinse and coating.
- I. Infiltration shall be stopped by using a material which is compatible with the specified repair mortar and is suitable for topcoating with the specified epoxy protective coating.
- J. The contractor shall be responsible to test prepared surfaces after cleaning but prior to application of the epoxy coating to determine if a specific pH or moisture content of the concrete is required according to manufacturer's recommendations.
- K. The area between the manhole and the manhole ring and any other area that might exhibit movement or cracking due to expansion and contraction, shall be grouted with a pre-approved flexible or elastomeric grout or gel. Castings can be abrasive blasted and coated to prevent corrosion if desired.
- L. All surfaces should be inspected by the Engineer during and after preparation and before the repair mortar is applied.
- M. In no event shall any debris or material removed from the manhole surface be allowed into the existing sanitary sewer system. Contractor shall demonstrate procedures for the protection of the



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existing sanitary sewer system from falling debris and prescribe methods for removing said material.

3.04 APPLICATION OF REPAIR MATERIALS

- A. Areas where structural steel has been exposed or removed shall be repaired in accordance with the Engineer's recommendations.
- B. Repair materials shall meet the specifications herein. The materials shall be trowel or spray applied utilizing proper equipment on to specified surfaces. The material thickness shall be specified by the Engineer according to manufacturer's recommendations.
- C. If using approved cementitious repair materials, such shall be trowelled to provide a smooth surface with an average profile equivalent to coarse sandpaper to optimally receive the protective coating. No bugholes or honeycomb surfaces should remain after the final trowel procedure of the repair mortar.
- D. The repair materials shall be permitted to cure according to manufacturer recommendations. Curing compounds should not be used unless approved for compatibility with the specified protective coating.
- E. Application of the repair materials, if not performed by the coating certified applicator, should be inspected by the protective coating certified applicator to ensure proper finishing for suitability to receive the specified coating.
- F. After high pressure water cleaning and leak repair is performed, all surfaces shall be inspected for remaining laitance prior to protective coating application. Any evidence of remaining contamination or laitance shall be removed by additional detergent water cleaning and hot water blasting or other approved method. If repair materials are used, refer to these specifications for surface preparation. Areas to be coated must also be prepared in accordance with these specifications after receiving a cementitious repair mortar and prior to application of the epoxy coating.
- G. All surfaces should be inspected during and after preparation and before the protective coating is applied.

3.05 APPLICATION OF PROTECTIVE COATING

- A. Application procedures shall conform to the recommendations of the protective coating manufacturer, including material handling, mixing, environmental controls during application, safety, and spray equipment.
- B. The spray equipment shall be specifically designed to accurately ratio and apply the specified protective coating materials and shall be regularly maintained and in proper working order.
- C. The protective coating material must be spray applied by a Certified Applicator of the protective coating manufacturer.



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- D. Specified surfaces shall be coated by spray application of a moisture tolerant, solventless, 100% solids, self-priming epoxy protective coating as further described herein. Spray application will be allowed to minimum and average wet film thicknesses of 125 mils.
- E. Airless spray application equipment approved by the coating manufacturer shall be used to apply each coat of the protective coating to avoid any potential contamination from compressed air oil which may encourage inter-coat delamination. Air assisted spray application equipment may be acceptable, especially for thinner coats (<10 mils), only if the air source is filtered to completely remove all oil and water.
- F. If necessary, subsequent topcoating or additional coats of the protective coating should occur as soon as the basecoat becomes tack free, unless additional prior coat surface preparation is performed. The protective coating manufacturer must be consulted for any additional-coat surface preparation guidelines if necessary.
- G. Fiberglass woven-roving fabric may be rolled into the resin or chopped glass spray applied with the resin for added tensile and flexural strength where desired. Sloped surfaces of the floor may be made non-skid by broadcasting aluminum oxide or silica sand into the surface prior to gelation.
- H. Depending on flow levels and how long flow can be stopped, inverts may be lined with an approved 100% solids, fast setting epoxy coating, grout or cementitious material.

3.06 TESTING AND INSPECTION

- A. During application a wet film thickness gage, such as those meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used to ensure a monolithic coating and uniform thickness during application.
- B. After the protective coating has set hard to the touch it shall be inspected with high-voltage holiday detection equipment. An induced holiday shall be made on to the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area. The spark tester shall be initially set at 100 volts per 1 mil (25 microns) of film thickness applied but may be adjusted as necessary to detect the induced holiday. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional protective coating material can be hand applied to the repair area. All touch-up/repair procedures shall follow the protective coating manufacturer's recommendations.
- C. A final visual inspection shall be made by the Inspector and manufacturer's representative. Any deficiencies in the finished coating shall be marked and repaired according to the procedures set forth herein by Applicator.
- D. The system may be put back into non-severe operational service as soon as the final inspection has taken place. However, for severe corrosion duty such as high concentrations of acids, bases or solvents, 3 to 7 days and/or force cure by heat induction to the coated surfaces may be necessary prior to returning to service. Consult coating manufacturer for further details.



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PART 4 - PROJECT SPECIFICATIONS AND DETAILS

4.01 GUIDELINES AND STANDARDS

All work done under this contract shall be accomplished in accordance with the following Specifications and Details, except as modified in these Special Provisions.

- A. Uniform Standard Specifications for Maricopa Association of Governments for Public Works Construction, 1998 Edition and all supplements thereto, hereinafter referred to as the MAG Standard Specifications.
- B. Uniform Standard Details for Maricopa Association of Governments for Public Works Construction, 1998 Edition and all supplements thereto, hereinafter referred to as the MAG Standard Details.
- C. Special details and modified standard details contained on the contract drawings shall prevail.

In the event of any conflict between these Project Specifications and the requirements of the above referenced specifications, details, codes and regulations, these Project Specifications and the General Notes on the Contract Drawings shall prevail. In the event of any conflict between the Project Specifications and the General Notes, the General Notes shall prevail. All bids to receive consideration shall be made in accordance with these Project Specifications as set forth hereinafter.

4.02 ACCESS

- A. Access shall be maintained to adjacent businesses at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at any one time. Access to adjacent private driveways shall be maintained during all non-working hours. The Contractor will be responsible to maintain vehicular access and clean, safe and adequate pedestrian access at all times.

4.03 UNDERGROUND UTILITIES

- A. Locations of utilities indicated on the Plans are as accurate as the available data, but are subject to verification by the Contractor. Utilities damaged shall be repaired at the Contractor's expense.
- B. The Contractor is responsible for the location of any underground water, sewer, cable television, electrical, or telephone lines that should be field verified by calling the Blue Stake Center, telephone number 263-1100.

4.04 TRAFFIC CONTROL

- A. All traffic control shall meet all City of Peoria standards and requirements. Refer to the City of Peoria General Notes, General Permit Application Process, section L.
- B. "The contractor shall submit a traffic control plan per the Phoenix Traffic Barricade Manual. Barricades must be continually maintained throughout the duration of the project (refer to City



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Ordinance #01-181). If any part of the traffic control plans falls within 300 ft of a signalized intersection, an off-duty officer will be required for traffic control.”

- C. ~~The cost and organization associated with Traffic Control is the responsibility of the Contractor and shall be included in the price per manhole.~~ Traffic control costs, except for uniformed off-duty police officers, are considered incidental to the project and are not considered a separate pay item and shall be included in the price per manhole. The type of traffic control used must be approved by the City. All requests for uniformed off-duty police officers must be made by the contractor, to the City of Peoria Police Department Off-Duty Coordinator via e-mail to offduty@peoriaaz.gov or telephone at (623) 773-7096. If the City of Peoria Off-Duty Coordinator determines that no officers are available, the Contractor may then schedule the services of an alternate AZ POST Certified Officer. The City, at its sole discretion, may require the stationing of one or more additional uniformed police officers beyond the requirements of the Phoenix Traffic Barricade Manual, latest revision, to facilitate traffic movement and promote work zone safety. Additionally, the cost for uniformed off-duty police officers will be invoiced to the City as at the allowed "Uniformed Off-Duty City of Peoria Police Officer" rate, or at the actual cost incurred by the Contractor. NO markups on uniformed off-duty police officers will be allowed. Measurement for the payment of uniformed off duty Peoria police officer hours will be made by the actual number of man-hours used.

4.05 PROTECTION OF EXISTING FACILITIES

- A. The Contractor is to protect all existing facilities during construction. Utility poles that may be affected by the construction activities shall be protected by the Contractor. The Contractor shall notify the appropriate Utility Company or agency of any construction that may affect their facilities.

4.06 SOIL AND SUBSURFACE CONDITIONS

- A. The Contractor shall make his own determination as to soil and subsurface conditions, including rock and ground water, and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the Owner.
- B. The City of Peoria, assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information contained in the above-mentioned report.

4.07 CLEAN-UP

- A. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor operations. At the completion of the work, he shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use.

4.08 SOURCE OF MATERIALS AND QUALITY



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- A. All construction materials to be used on the work or incorporated into the work, equipment, plant, tools, appliances or methods to be used on the work shall be subject to the inspection and approval or rejection of the Utilities Engineer or his authorized representative. When specified or requested by the Utilities Engineer or his authorized representative.
- B. The material used on the work shall meet all quality requirements of the Contract. In order to expedite the inspection and testing materials, the Contractor shall notify the Utilities Engineer or his authorized representative of his proposed source of materials prior to delivery. At the option of the Utilities Engineer or his authorized representative, material may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not produce specified product the Contractor shall furnish material from other sources.

4.09 FINAL INSPECTION AND ACCEPTANCE OF WORK

- A. When all work comprised in this Contract has been completed, including clean-up and restoration, the Contractor shall so notify the Utilities Engineer or his authorized representative, in writing, and the Utilities Engineer or his authorized representative will then make final inspection. When defects, errors and omissions disclosed by the final inspection have been corrected, acceptance will be given in writing; but until such acceptance, the Contractor will be responsible for the work covered by this Contract.
- B. At the option of the Utilities Engineer or his authorized representative, acceptance may be given prior to the correction of such defects, errors and omissions which do not preclude the operation and use of the facility; however, in this event, final payment will be withheld until all corrections have been made.

PART 5 - PROJECT CLOSEOUT

5.01 MEASUREMENT AND PAYMENT

- A. Measurement and Payment for the various items shown by the Contract Drawings and described in the Construction Specifications, and comprising the complete work, shall be subject to the following general rules.
 - 1. Payment for each item shall constitute payment in full for the furnishing of all materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete workmanlike, finished and satisfactory project, as shown by the Contract Drawings and described in these Specifications. Each item shall be completed with all necessary connections, testing, painting and related work accomplished to provide for the satisfactory use and/or operation of the item. No additional payment will be made for work related to each item, unless specifically noted or specified.
 - 2. Measurement and payment for all pay items in the bid shall be as indicated in the applicable MAG Standard Specifications unless otherwise specified herein:



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PART 6 – TECHNICAL PROVISIONS

6.01 Typical Manhole Rehabilitation - 4 ft. Diameter

- A. Measurement will be per each manhole rehabilitated, complete in place.
- B. Price per manhole shall include all costs associated with performing the work in accordance with these specifications including labor, materials, equipment, mobilization and traffic control.
- C. Payment will be made at the contract unit price bid per each manhole rehabilitated and this shall be compensation in full for furnishing all materials and equipment required for protecting and rehabilitating concrete and masonry manholes, with up to 4-inch surface deterioration, by spray-application of a monolithic high-build epoxy coating to eliminate infiltration, provide corrosion protection, repair voids and enhance structural integrity.
- D. Procedures for rehabilitation for each manhole, complete, as specified, including surface preparation, cleaning, application, testing and all incidental work not specifically covered in other pay items.

6.02 Typical Manhole Rehabilitation - 5 ft. Diameter

- A. Measurement will be per each manhole rehabilitated, complete in place.
- B. Price per manhole shall include all costs associated with performing the work in accordance with these specifications including labor, materials, equipment, mobilization and traffic control.
- C. Payment will be made at the contract unit price bid per each manhole rehabilitated and this shall be compensation in full for furnishing all materials and equipment required for protecting and rehabilitating concrete and masonry manholes, with up to 4-inch surface deterioration, by spray-application of a monolithic high-build epoxy coating to eliminate infiltration, provide corrosion protection, repair voids and enhance structural integrity.
- D. Procedures for rehabilitation for each manhole, complete, as specified, including surface preparation, cleaning, application, testing and all incidental work not specifically covered in other pay items.

6.03 Typical Lined Manhole Rehabilitation – 5 ft. Diameter

- A. Measurement will be per each manhole rehabilitated, complete in place.
- B. Remove the epoxy lining, however T-Locks need not be removed.
- C. Price per manhole shall include all costs associated with performing the work in accordance with these specifications including labor, materials, equipment, mobilization and traffic control.
- D. Payment will be made at the contract unit price bid per each manhole rehabilitated and this shall be compensation in full for furnishing all materials and equipment required for protecting and rehabilitating concrete and masonry manholes, with up to 4-inch surface deterioration, by spray-



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Fax: (623) 773-7118

application of a monolithic high-build epoxy coating to eliminate infiltration, provide corrosion protection, repair voids and enhance structural integrity.

- E. Procedures for rehabilitation for each manhole, complete, as specified, including surface preparation, cleaning, application, testing and all incidental work not specifically covered in other pay items.

6.04 Alternate Work Items:

A. Ring and Cover Grade Adjustment and Epoxy Coating – (Depth Not Applicable)

1. Over time it may become necessary to adjust the grade of a manhole by adding or removing rings to bring the manhole to grade. During this process the epoxy seal is broken and once the manhole is raised or lowered the inside needs to be recoated. Ensure that the bid on this item includes the cost for labor and material to adjust the ring and cover and epoxy the interior.
2. The City of Peoria will provide the required ring(s) and cover to perform the grade adjustment. The approved Epoxy Coatings are listed under section 2.04 Protective Coating Materials.

B. Cost for 5 gallons of Epoxy

1. Ensure that the bid on this item includes the cost for labor and material to apply 5 gallons of epoxy to the interior of a selected manhole.
2. The approved Epoxy Coatings are listed under section 2.04 Protective Coating Materials.

PART 7 – ADDITIONAL INFORMATION

7.01 ESTIMATED QUANTITIES

- A. This is an on-call contract. Manholes will be rehabilitated on an as-needed basis throughout the year. The City anticipates rehabilitating approximate fifty (50) manholes each fiscal year (July 1 – June 30). This number may be increased or decreased, without notice, depending upon the City's needs and availability of funding.

7.02 BASE BID PROJECT

- A. The Base Bid Price Sheet is a list of upcoming manholes with location and depths to be rehabilitated. The base bid total shall be the basis for contract award.
- B. Additional manholes may be added within the term of the first year, and in subsequent years, depending on funding availability.



SUBMITTAL REQUIREMENTS

Materials Management Procurement

Solicitation Number: P13-0069

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. BID DUE DATE AND TIME:

Bids are due **June 6, 2013, no later than 2:00 P.M. (Arizona Time)** and shall be delivered in a sealed envelope or package with the solicitation number and the Bidder's name clearly indicated on the envelope or package. No faxed or electronic bids will be considered.

Attn: Materials Management
IFB #: P13-0069, Manhole Rehabilitation
Company Name

II. BID SUBMITTAL LOCATION:

Mail or hand-deliver bids to the following address:

City of Peoria Materials Management
Attn: Christine Finney, Buyer II
9875 N. 85th Avenue – 2nd Floor
Peoria, Arizona 85345

III. PRE-BID MEETING:

A pre-bidder's meeting will be held on **May 23, 2013 at 1:00 p.m., Arizona Time** at the Development and Community Services Building, Point of View Conference Room, located at 9875 N. 85th Ave, Peoria AZ 85345.

IV. AWARD:

This contract will be awarded on the lowest **Base Bid** price.

V. ADDITIONAL INFORMATION:

All questions regarding this solicitation shall be submitted in writing. Questions about the bid and specifications must be submitted within **forty eight (48) hours** prior to bid closing to Christine Finney, Buyer II at christine.finney@peoriaaz.gov or via fax at (623) 773-7118.

Requests for authorization to bid with product substitutions (see "use of equals", page 17, item 16) must be received at least ten (10) days prior to bid closing.

Contact with City staff, other than the designated contact person indicated in the IFB, regarding this solicitation is strictly prohibited during the bidding process.



REVISED (AMD#1) PRICE SHEET

Solicitation Number: P13-0069

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Company Name: _____

UNIT PRICE SHEET

Item	Description of material and/or services	Unit Price
1.	Typical 4 ft. Diameter Manhole Rehabilitation	
	a. 0 feet – 10 feet depth (price per manhole)	\$ <u>2400.00</u>
	b. 11 feet – 15 feet depth (price per manhole)	\$ <u>2310.00</u>
	c. 16 feet – 20 feet depth (price per manhole)	\$ <u>4800.00</u>
2.	Typical 5 Ft. Diameter Manhole Rehabilitation	
	a. 0 feet – 10 feet depth (price per manhole)	\$ <u>3000.00</u>
	b. 11 feet – 15 feet depth (price per manhole)	\$ <u>2635.00</u>
	c. 16 feet – 20 feet depth (price per manhole)	\$ <u>6000.00</u>
	d. 21 feet – 25 feet depth (price per manhole)	\$ <u>7500.00</u>
3.	Typical Lined 5 ft. Diameter Manhole Rehabilitation	
	a. 0 feet – 10 feet depth (price per manhole)	\$ <u>4750.00</u>
	b. 11 feet – 15 feet depth (price per manhole)	\$ <u>6375.00</u>
	c. 16 feet – 20 feet depth (price per manhole)	\$ <u>8500.00</u>
	d. 21 feet – 25 feet depth (price per manhole)	\$ <u>10625.00</u>
4.	Ring and Cover Grade Adjustment and Epoxy Coating (Include all labor & epoxy for this task)	\$ <u>1550.00</u>
5.	5 Gallons of Epoxy (Includes labor to apply the epoxy and cost of material)	\$ <u>1300.00</u>
6.	<u>Uniformed Off-Duty City of Peoria Police Officer</u>	\$ <u>35.00 / hour</u>
	<u>Uniformed Off-Duty Police Officers shall be an allowance and shall be billed to the City at cost (no markup). If a Peoria Police Officer is not available, the cost for an alternate Uniformed Off-Duty Police Officers shall still be billed to the City at cost (no markup).</u>	



REVISED (AMD#1) PRICE SHEET

Solicitation Number: P13-0069

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-8560
Phone: (623) 773-7115
Fax: (623) 773-7118

Company Name: _____

BASE BID PRICE SHEET

I. 4 ft. Diameter Manhole Rehabilitation (11'-15' depth)

<u>Manhole#</u>	<u>Address</u>	<u>Depth</u>	<u>Qty</u>	<u>U/M</u>	<u>Price</u> (use Unit Price Sheet)
65-206SM001 -	83rd Ave. / Monroe ST.	14'	1	EA	<u>\$2310.00</u>

II. 5 ft. Diameter Manhole Rehabilitation (11'-15' depth)

<u>Manhole#</u>	<u>Address</u>	<u>Depth</u>	<u>Qty</u>	<u>U/M</u>	<u>Price</u> (use Unit Price Sheet)
65-206SM007 -	83rd Ave. / Mountain View Dr.	13'	1	EA	<u>\$2635.00</u>
65-206SM004 -	83rd Ave. / Cotton Crossing	11'	1	EA	<u>\$2635.00</u>
65-206SM002 -	83rd Ave. / Cinnabar Ave.	13'	1	EA	<u>\$2635.00</u>
65-206SM003 -	83rd Ave. / Cinnabar Ave.	13'	1	EA	<u>\$2635.00</u>
65-207SM012 -	Washington ST and 83rd Ave.	15'	1	EA	<u>\$2635.00</u>
65-207SM700 -	Washington ST /West 83rd Ave.	13'	1	EA	<u>\$2635.00</u>
65-207SM701 -	Washington ST /West 83rd Ave.	12'	1	EA	<u>\$2635.00</u>

Base Bid Total \$ 20,755.00

Tax (using formula on page 21, item 30) \$ 1,227.65

Base Bid + Tax \$ 21,982.65

Award will be determined upon the lowest price for the Base Bid.

Unit pricing for the Base Bid Price Sheet shall correlate with the unit pricing provided on the UNIT PRICE SHEET.



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: P13-0069

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) owner references from projects of similar size and scope whom the Materials Management Division may contact:

1. Client: City of Peoria AZ.
 Contact: John Livengood Phone: 623-773-7479
 Address: 8850 N. 79th Ave
 E-Mail: john.livengood@peoriaaz.gov
 Project Description: MANHOLE REHAB
 Project Cost: \$375,000.00

2. Client: CITY OF SCOTTSDALE
 Contact: Bill Wilson Phone: 602-316-4584
 Address: 8787 E. HUALAPAI DR
 E-Mail: BWILSON@SCOTTSDALEAZ.GOV
 Project Description: EMERGENCY MANHOLE REHAB
 Project Cost: + \$300,000.00 YTD

3. Client: CITY OF GLENDALE
 Contact: MARK FORTKAMP Phone: 623-930-3197
 Address: 5850 W. GLENDALE AVE STE. 315
 E-Mail: MFORTKAMP@GLENDALEAZ.COM
 Project Description: MANHOLE REHAB.
 Project Cost: 125,000.00



QUESTIONNAIRE

Solicitation Number: P13-0069

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Bidders are to indicate below any exceptions they have taken to the Terms, Conditions, or Specifications:



No Exceptions.



Bidder takes the following Exceptions:



QUESTIONNAIRE

**Materials Management
Procurement**

Solicitation Number: P13-0069

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Attach a copy of your Contractor's License to your bid submittal.





QUESTIONNAIRE

Solicitation Number: P13-0069

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X .

If yes, please provide details and documentation of the certification.



BID BOND

**Materials Management
Procurement**

Solicitation Number: P13-0069

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-8560
Phone: (623) 773-7115
Fax: (623) 773-7118

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Southwest Environmental Testing, Inc.
(hereinafter called Principal), as Principal, and Nationwide Mutual Insurance Company
, a corporation organized and existing under the laws of the
State of Ohio
Columbus, (hereinafter called the Surety), as Surety, are held
and firmly bound unto the City of Peoria, (hereinafter called the Oblige) in the penal sum of Ten Percent (10%) of
Bid Amount, Ten Percent of the Bid Amount (Dollars) (\$ 10%) lawful money of the United
States of America, to be paid to the order of the City of Peoria, 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 and in conformance with A.R.S. Section 34-201.

WHEREAS, the Principal has submitted a bid/proposal for: Manhole Rehabilitation 83rd Avenue
and Mountain View

NOW THEREFORE, if the Oblige shall accept the proposal of the Principal and the Principal shall enter into
a contract with the Oblige in accordance with the terms of the proposal and give the 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 Oblige the difference not to exceed the penalty of the Bond, between the amount specified in
the bid/proposal and such larger amount for which the Oblige may in good faith contract with another party to
perform the work covered by the bid/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.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys'
fees as may be fixed by a judge of the Court.

Witness our hands this 3rd day of June 2013

Southwest Environmental Testing, Inc.
Principal Seal

BY:

Nationwide Mutual Insurance Company
Surety Seal

BY:
Commercial West Insurance Agency
Agency of Record

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

JEFFERY L. STEED
JOHN D. NORBUT
JENNIFER R. COOPER

RICHARD D. DAWN
TRACY A. MILLER

JACOB H. GROVER
PAMELA L. SCHLESINGER

GILBERT AZ

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

THREE MILLION AND NO/100 DOLLARS

\$ 3,000,000.00

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 11th day of August, 2009.



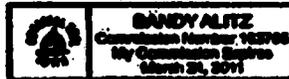
[Signature]

Gary A. Douglas, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 11th day of August, 2009, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Alitz
Notary Public
My Commission Expires
March 24, 2011

CERTIFICATE

I, Kathy R. Richards, Assistant Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Gary A. Douglas was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seals of said Companies this 31st day of May, 2013.

Kathy R. Richards
Assistant Secretary

This Power of Attorney Expires 02/22/14



PERFORMANCE BOND

Solicitation Number: P13-0069

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

KNOW ALL PERSONS BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the
_____ day of _____ 20____, for the material, service or
construction described as _____ is
hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract
during the original term of said contract and any extension thereof, with or without notice to the Surety and during
the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that
may hereafter be made, notice of which modifications to the surety being hereby waived; then the above
obligations shall be void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article
2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this
agreement.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable
attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20_____

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record PERFORMANCE BOND



PAYMENT BOND

Solicitation Number: P13-0069

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

KNOW ALL PERSONS BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the
_____ day of _____ 20____, for the material, service or
construction described as _____

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

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

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article
2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this
agreement.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable
attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20____

Principal _____ Seal _____

BY: _____

Surety _____ Seal _____

BY: _____

Agency of Record PAYMENT BOND



SOLICITATION AMENDMENT

Solicitation No: P13-0069
 Description: On-Call Manhole Rehabilitation
 Amendment No: One (1)
 Solicitation Due Date: June 6, 2013
 Solicitation Due Time: 2:00 P.M. AZ Time

**Materials Management
 Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Christine Finney

The solicitation is hereby amended as follows:

1.) The City of Peoria Supplement to Maricopa Association of Governments Uniform Standard Details, Standard Detail No. PE-101-1, 'Allowable Materials List' is being provided (see attached). This document is also available online at www.peoriaaz.gov/engineering (Click 'Standard Details' under 'Engineering Services Links').

2.) Page 26, Specifications, Section 2.02, Approved Manufacturers: The Ap/M Permaform, Novocoat, and Spectra Shield products were included in the solicitation by mistake; these products have not been approved for application on City of Peoria manholes. Therefore, Section 2.02 is REVISED to read as follows:

2.02 APPROVED MANUFACTURERS - In accordance with the City of Peoria Standard Detail No. PE-101, 'Allowable Materials List', the following epoxy coating systems are the only approved coatings for the City of Peoria:

- A. Raven Lining Systems Raven 405
- B. Joseph Painting Sewer Shield 101 +00S
- ~~C. Ap/M Permaform COR+GARD~~
- ~~D. Sauereisen SewerGard N. 210~~
- E. D. Neopoxy NPR-5300
- ~~F. Novocoat SP-2000R and SL-100~~
- ~~G. Spectra Shield Liner Systems~~

3.) Page 35, Specifications, Section 6.03, Item B, ADD the underlined text (below) to item B:

B. Remove the epoxy lining, however T-Locks need not be removed.

Vendor hereby acknowledges receipt and agreement with the amendment

 _____
 Signature Date 6-4-13

DON MCDOWELL - PRESIDENT
 Typed Name and Title

Southwest Environmental Testing
 Company Name

9452 N. 16 AVE.
 Address

PHX AZ 85021
 City State Zip

The above referenced Solicitation Amendment is hereby Executed

May 29, 2013

at Peoria, Arizona


 Christine Finney
 Buyer

by



SOLICITATION AMENDMENT

Solicitation No: P13-0069
Description: On-Call Manhole Rehabilitation
Amendment No: One (1)
Solicitation Due Date: June 6, 2013
Solicitation Due Time: 2:00 P.M. AZ Time

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

4.) Page 33, Specifications, Section 4.04, Traffic Control, Item C is hereby DELETED in its entirety and is REPLACED with the following language:

~~B. The cost and organization associated with Traffic Control is the responsibility of the Contractor and shall be included in the price per manhole.~~ Traffic control costs, except for uniformed off-duty police officers, are considered incidental to the project and are not considered a separate pay item and shall be included in the price per manhole. The type of traffic control used must be approved by the City. All requests for uniformed off-duty police officers must be made by the contractor, to the City of Peoria Police Department Off-Duty Coordinator via e-mail to offduty@peoriaaz.gov or telephone at (623) 773-7096. If the City of Peoria Off-Duty Coordinator determines that no officers are available, the Contractor may then schedule the services of an alternate AZ POST Certified Officer. The City, at its sole discretion, may require the stationing of one or more additional uniformed police officers beyond the requirements of the Phoenix Traffic Barricade Manual, latest revision, to facilitate traffic movement and promote work zone safety. Additionally, the cost for uniformed off-duty police officers will be invoiced to the City as at the allowed "Uniformed Off-Duty City of Peoria Police Officer" rate, or at the actual cost incurred by the Contractor. NO markups on uniformed off-duty police officers will be allowed. Measurement for the payment of uniformed off duty Peoria police officer hours will be made by the actual number of man-hours used.

5.) The PRICE SHEET (page 38) has been REVISED to add allowance Uniformed Off-Duty Police Officers. Bidders are to use the revised price sheets when submitting their bids.

6.) Quarter section maps for 65-206 & 65-207 (for the base bid) are being provided (attached to this amendment).

7.) Pre-bid meeting sign in sheet is being provided (attached to this amendment).

8.) All changes referenced in this solicitation amendment have been incorporated into the original solicitation document and are shown as marked changes.

Nothing further.

All other provisions of this Solicitation shall remain in their entirety.

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

CITY OF PEORIA
STANDARD DETAIL PE-101-1
ALLOWABLE MATERIALS LIST, PAGE 1



APPROVALS:

[Signature] 05/20/13
CITY ENGINEER DATE

[Signature] 05-20-2013
PUBLIC WORKS-UTILITIES DIRECTOR DATE

Materials allowed for construction in Peoria shall be per Maricopa Association of Governments, Uniform Specifications and Details for Public Works Construction except as provided below.

Water Line Materials:

- a. Ductile Iron Pipe, pressure class 350, is acceptable for water lines sizes eight (8) inches and twelve (12) inches in diameter.
- b. Ductile Iron Pipe, pressure class 250 minimum, is acceptable for water lines sixteen (16) inches in diameter and larger.
- c. Polywrap for Ductile Iron Pipe shall be in conformance with Section 610.6 of the MAG Standard Specifications.

Fire Hydrants: The only allowable makes, models and manufacturers are: AVK, Clow, Jones, Mueller, and American Flow Control (Wet Barrel Only)

Valves: Shall be resilient seated, solid wedge gate valves meeting AWWA standards for potable water and shall open by turning counter clockwise.

Sewer Line Materials:

- a. Vitrified Clay Pipe which conforms with Section 743 of the MAG Standard Specifications is acceptable for sewer line sizes eight (8) inches and larger.
- b. PVC SDR 35 Sewer Pipe which conforms with Section 745 of the MAG Standard Specifications is acceptable for sewer line sizes eight (8) inches through fifteen (15) inches in diameter.
- c. Sewer service piping shall be SCH-40 PVC.

Sewer Force Mains:

- a. PVC AWWA C-900, DR14 or DR18 for 12" diameter and less.
- b. Ductile Iron with approved lining. Greater than 12" diameter or greater than 10' deep.

Reclaimed Waterline Materials:

- a. Ductile Iron as specified for water lines.
- b. PVC AWWA C-900 DR-14 or DR-18, for 12" diameter and less.

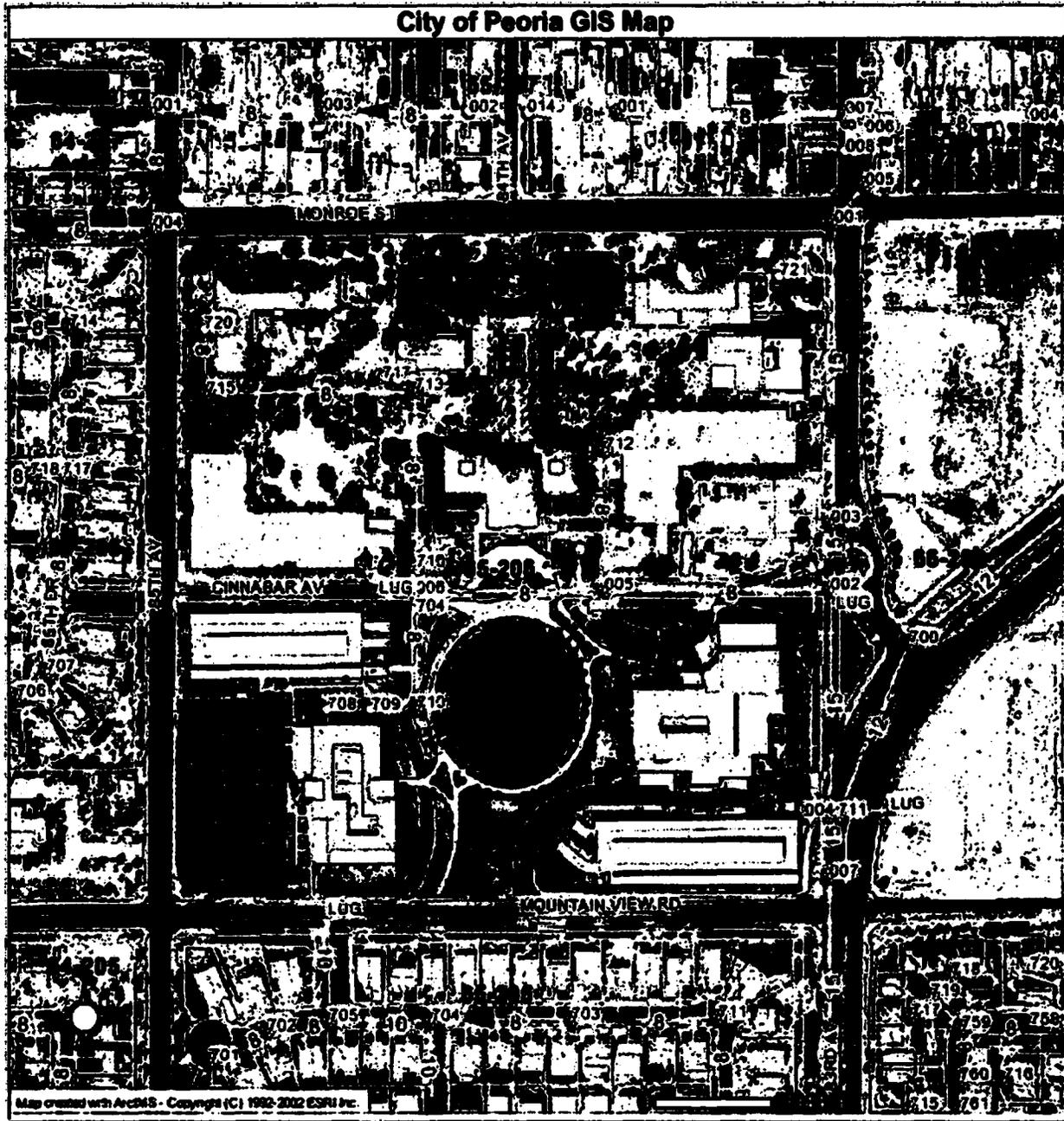
Utility Markers:

Carsonite 'Curve Flex' utility markers shall be used for all manholes and valves located outside of paved areas.

Manhole Coating:

- a. Epoxy coated - manhole base and coating system with a minimum wet film thickness of 125 mils. The epoxy coating system shall be one of the following:
 - 1. RLS Raven 405
 - 2. Joseph Painting Sewer Shield 101
 - 3. Sauereisen Sewergard No. 210
 - 4. Neopoxy NPR-5300

101-544-0000





REVISED (AMD#1) PRICE SHEET

Solicitation Number: P13-0069

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Company Name: _____

UNIT PRICE SHEET

Item	Description of material and/or services	Unit Price
1.	Typical 4 ft. Diameter Manhole Rehabilitation	
	a. 0 feet – 10 feet depth (price per manhole)	\$ <u>2400.00</u>
	b. 11 feet – 15 feet depth (price per manhole)	\$ <u>2310.00</u>
	c. 16 feet – 20 feet depth (price per manhole)	\$ <u>4800.00</u>
2.	Typical 5 Ft. Diameter Manhole Rehabilitation	
	a. 0 feet – 10 feet depth (price per manhole)	\$ <u>3000.00</u>
	b. 11 feet – 15 feet depth (price per manhole)	\$ <u>2635.00</u>
	c. 16 feet – 20 feet depth (price per manhole)	\$ <u>6000.00</u>
	d. 21 feet – 25 feet depth (price per manhole)	\$ <u>7500.00</u>
3.	Typical Lined 5 ft. Diameter Manhole Rehabilitation	
	a. 0 feet – 10 feet depth (price per manhole)	\$ <u>4750.00</u>
	b. 11 feet – 15 feet depth (price per manhole)	\$ <u>6375.00</u>
	c. 16 feet – 20 feet depth (price per manhole)	\$ <u>8500.00</u>
	d. 21 feet – 25 feet depth (price per manhole)	\$ <u>10625.00</u>
4.	Ring and Cover Grade Adjustment and Epoxy Coating (Include all labor & epoxy for this task)	\$ <u>1550.00</u>
5.	5 Gallons of Epoxy (Includes labor to apply the epoxy and cost of material)	\$ <u>1300.00</u>
6.	<u>Uniformed Off-Duty City of Peoria Police Officer</u>	\$ <u>35.00 / hour</u>
	<u>Uniformed Off-Duty Police Officers shall be an allowance and shall be billed to the City at cost (no markup). If a Peoria Police Officer is not available, the cost for an alternate Uniformed Off-Duty Police Officers shall still be billed to the City at cost (no markup).</u>	



REVISED (AMD#1) PRICE SHEET

Solicitation Number: P13-0069

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Company Name: _____

BASE BID PRICE SHEET

I. 4 ft. Diameter Manhole Rehabilitation (11'-15' depth)

<u>Manhole#</u>	<u>Address</u>	<u>Depth</u>	<u>Qty</u>	<u>U/M</u>	<u>Price</u> <u>(use Unit Price Sheet)</u>
65-206SM001 -	83rd Ave. / Monroe ST.	14'	1	EA	<u>\$2310.00</u>

II. 5 ft. Diameter Manhole Rehabilitation (11'-15' depth)

<u>Manhole#</u>	<u>Address</u>	<u>Depth</u>	<u>Qty</u>	<u>U/M</u>	<u>Price</u> <u>(use Unit Price Sheet)</u>
65-206SM007 -	83rd Ave. / Mountain View Dr.	13'	1	EA	<u>\$2635.00</u>
65-206SM004 -	83rd Ave. / Cotton Crossing	11'	1	EA	<u>\$2635.00</u>
65-206SM002 -	83rd Ave. / Cinnabar Ave.	13'	1	EA	<u>\$2635.00</u>
65-206SM003 -	83rd Ave. / Cinnabar Ave.	13'	1	EA	<u>\$2635.00</u>
65-207SM012 -	Washington ST and 83rd Ave.	15'	1	EA	<u>\$2635.00</u>
65-207SM700 -	Washington ST /West 83rd Ave.	13'	1	EA	<u>\$2635.00</u>
65-207SM701 -	Washington ST /West 83rd Ave.	12'	1	EA	<u>\$2635.00</u>

Base Bid Total \$20,755.00

Tax (using formula on page 21, item 30) \$127.65

Base Bid + Tax \$21,982.65

Award will be determined upon the lowest price for the Base Bid.

Unit pricing for the Base Bid Price Sheet shall correlate with the unit pricing provided on the UNIT PRICE SHEET.



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: P13-0069

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) owner references from projects of similar size and scope whom the Materials Management Division may contact:

1. Client: City of Peoria AZ.
 Contact: John Livengood Phone: 623-773-7479
 Address: 8850 N. 79th Ave
 E-Mail: John.Livengood@peoriaaz.gov
 Project Description: ManHole REHAB
 Project Cost: \$375,000.00

2. Client: City of Scottsdale
 Contact: Bill Wilson Phone: 602-316-4584
 Address: 8787 E. Hualapai Dr
 E-Mail: BWilson@ScottsdaleAZ.gov
 Project Description: EMERGENCY MANHOLE REHAB
 Project Cost: + \$300,000.00 YTD

3. Client: City of Glendale
 Contact: MARK FORTKAMP Phone: 623-930-3197
 Address: 5850 W. Glendale Ave Ste. 315
 E-Mail: MFORTKAMP@GlendaleAZ.com
 Project Description: MANHOLE REHAB.
 Project Cost: 125,000.00



QUESTIONNAIRE

**Materials Management
Procurement**

Solicitation Number: P13-0069

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Bidders are to indicate below any exceptions they have taken to the Terms, Conditions, or Specifications:



No Exceptions.



Bidder takes the following Exceptions:



QUESTIONNAIRE

Solicitation Number: P13-0069

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Attach a copy of your Contractor's License to your bid submittal.





QUESTIONNAIRE

**Materials Management
Procurement**

Solicitation Number: P13-0069

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X .

If yes, please provide details and documentation of the certification.



BID BOND

**Materials Management
Procurement**

Solicitation Number: P13-0069

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Southwest Environmental Testing, Inc.
(hereinafter called Principal), as Principal, and Nationwide Mutual Insurance Company
Columbus, a corporation organized and existing under the laws of the
State of Ohio with its principal office in the City of
Columbus, (hereinafter called the Surety), as Surety, are held
and firmly bound unto the City of Peoria, (hereinafter called the Oblige) in the penal sum of Ten Percent (10%) of
Bid Amount, Ten Percent of the Bid Amount (Dollars) (\$ 10%) lawful money of the United
States of America, to be paid to the order of the City of Peoria, 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 and in conformance with A.R.S. Section 34-201.

WHEREAS, the Principal has submitted a bid/proposal for: Manhole Rehabilitation 83rd Avenue
and Mountain View

NOW THEREFORE, if the Oblige shall accept the proposal of the Principal and the Principal shall enter into
a contract with the Oblige in accordance with the terms of the proposal and give the 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 Oblige the difference not to exceed the penalty of the Bond, between the amount specified in
the bid/proposal and such larger amount for which the Oblige may in good faith contract with another party to
perform the work covered by the bid/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.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this 3rd day of June 20 13

Southwest Environmental Testing, Inc.
Principal Seal

BY: [Signature]

Nationwide Mutual Insurance Company
Surety Seal

BY: [Signature]
Commercial West Insurance Agency
Agency of Record

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

JEFFERY L. STEED
JOHN D. NORBUT
JENNIFER R. COOPER

RICHARD D. DAWN
TRACY A. MILLER

JACOB H. GROVER
PAMELA L. SCHLESINGER

GILBERT AZ

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

THREE MILLION AND NO/100 DOLLARS

\$ 3,000,000.00

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 11th day of August, 2009.



Gary A. Douglas

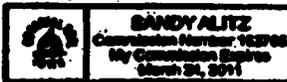
Gary A. Douglas, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 11th day of August, 2009, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Alitz
Notary Public
My Commission Expires
March 24, 2011

CERTIFICATE

I, Kathy R. Richards, Assistant Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Gary A. Douglas was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seals of said Companies this 31st day of May, 2013.

Kathy R. Richards
Assistant Secretary

This Power of Attorney Expires 02/22/14



PERFORMANCE BOND

Solicitation Number: P13-0069

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

KNOW ALL PERSONS BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the
_____ day of _____ 20____, for the material, service or
construction described as _____ is
hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract
during the original term of said contract and any extension thereof, with or without notice to the Surety and during
the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that
may hereafter be made, notice of which modifications to the surety being hereby waived; then the above
obligations shall be void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article
2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this
agreement.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable
attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20_____

Principal _____ Seal _____

BY: _____

Surety _____ Seal _____

BY: _____

Agency of Record PERFORMANCE BOND



PAYMENT BOND

Solicitation Number: P13-0069

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

KNOW ALL PERSONS BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____ 20____, for the material, service or
construction described as _____

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

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

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article
2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this
agreement.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable
attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20_____

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record PAYMENT BOND



SOLICITATION AMENDMENT

Solicitation No: P13-0069
 Description: On-Call Manhole Rehabilitation
 Amendment No: One (1)
 Solicitation Due Date: June 6, 2013
 Solicitation Due Time: 2:00 P.M. AZ Time

**Materials Management
 Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Christine Finney

The solicitation is hereby amended as follows:

1.) The City of Peoria Supplement to Maricopa Association of Governments Uniform Standard Details, Standard Detail No. PE-101-1, 'Allowable Materials List' is being provided (see attached). This document is also available online at www.peoriaaz.gov/engineering (Click 'Standard Details' under 'Engineering Services Links').

2.) Page 26, Specifications, Section 2.02, Approved Manufacturers: The Ap/M Permaform, Novocoat, and Spectra Shield products were included in the solicitation by mistake; these products have not been approved for application on City of Peoria manholes. Therefore, Section 2.02 is REVISED to read as follows:

2.02 APPROVED MANUFACTURERS - In accordance with the City of Peoria Standard Detail No. PE-101, 'Allowable Materials List', the following epoxy coating systems are the only approved coatings for the City of Peoria:

- A. Raven Lining Systems Raven 405
- B. Joseph Painting Sewer Shield 101 100S
- ~~C. Ap/M Permaform COR+GARD~~
- ~~D. Saucrisen SewerGard N. 210~~
- E. Neopoxy NPR-5300
- ~~F. Novocoat SP-2000R and SL-100~~
- ~~G. Spectra Shield Liner Systems~~

3.) Page 35, Specifications, Section 6.03, Item B, ADD the underlined text (below) to item B:

B. Remove the epoxy lining, however T-Locks need not be removed.

Vendor hereby acknowledges receipt and agreement with the amendment


 Signature Date 6-4-13

Don McDowell - President
 Typed Name and Title
Southwest Environmental Testing
 Company Name

9452 N. 16 AVE.
 Address

PHX AZ 85021
 City State Zip

The above referenced Solicitation Amendment is hereby Executed

May 29, 2013

at Peoria, Arizona


 Christine Finney
 Buyer

by



SOLICITATION AMENDMENT

Solicitation No: P13-0069
Description: On-Call Manhole Rehabilitation
Amendment No: One (1)
Solicitation Due Date: June 6, 2013
Solicitation Due Time: 2:00 P.M. AZ Time

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

4.) Page 33, Specifications, Section 4.04, Traffic Control, Item C is hereby DELETED in its entirety and is REPLACED with the following language:

B. ~~The cost and organization associated with Traffic Control is the responsibility of the Contractor and shall be included in the price per manhole.~~ Traffic control costs, except for uniformed off-duty police officers, are considered incidental to the project and are not considered a separate pay item and shall be included in the price per manhole. The type of traffic control used must be approved by the City. All requests for uniformed off-duty police officers must be made by the contractor, to the City of Peoria Police Department Off-Duty Coordinator via e-mail to offduty@peoriaaz.gov or telephone at (623) 773-7096. If the City of Peoria Off-Duty Coordinator determines that no officers are available, the Contractor may then schedule the services of an alternate AZ POST Certified Officer. The City, at its sole discretion, may require the stationing of one or more additional uniformed police officers beyond the requirements of the Phoenix Traffic Barricade Manual, latest revision, to facilitate traffic movement and promote work zone safety. Additionally, the cost for uniformed off-duty police officers will be invoiced to the City as at the allowed "Uniformed Off-Duty City of Peoria Police Officer" rate, or at the actual cost incurred by the Contractor. NO markups on uniformed off-duty police officers will be allowed. Measurement for the payment of uniformed off duty Peoria police officer hours will be made by the actual number of man-hours used.

- 5.) The PRICE SHEET (page 38) has been REVISED to add allowance Uniformed Off-Duty Police Officers. Bidders are to use the revised price sheets when submitting their bids.
- 6.) Quarter section maps for 65-206 & 65-207 (for the base bid) are being provided (attached to this amendment).
- 7.) Pre-bid meeting sign in sheet is being provided (attached to this amendment).
- 8.) All changes referenced in this solicitation amendment have been incorporated into the original solicitation document and are shown as marked changes.

Nothing further.

All other provisions of this Solicitation shall remain in their entirety.

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.