



Nesbitt Contracting, Inc.

100 So. Price Rd.
 Tempe, AZ 85044
 Contact: Russ Grgich
 Phone: (480) 423-7648
 Fax: (480) 423-7680

Quote To: Town of Fountain Hills
 16705 E Avenue of the Fountains
 Fountain Hills, AZ 85268
 Attn: Mr. Paul Mood
 Development Services Director
 480-816-5129
Phone:
Fax:

Job Name: Zone 6 Asphalt Repair
Date of Plans: N/A
Revision Date:
Quote Date: 2/21/2013

The unit price is derived from our "Lot D" price for Place EVAC 12.5 for >80 sf. at \$4.50/sf

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Place EVAC 12.5 mm Asphalt (Zone 6)	9,783.00	SF	4.50	44,023.50
GRAND TOTAL					\$44,023.50

NOTES:

The above unit price includes sales taxes, traffic control, sawcutting, removal and replacement of asphalt in designated areas. No survey or quality control testing is included. All work will be completed per MAG specifications.

The quantity as quoted is per your spreadsheet (1087 sy = 9783 sf) and for the sizes as shown.

Subgrade preparation is limited to minimal compactive effort by the patching crew only. No scarification and recompaction is included.

Asphalt thickness is as requested up to 3" maximum.

Manhole, watervalue, and survey monument adjustments will be completed at contract unit prices, however we must impose a 10 item minimum per trip to justify mobilization costs.

Thank you for the opportunity, and we look forward to working with you and your staff on this important project for Fountain Hills.

Sincerely,


 Russell R. Grgich
 Chief Estimator

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
NESBITT CONTRACTING CO., INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of March 7, 2013, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Nesbitt Contracting Co., Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Scottsdale ("Scottsdale") entered into Contract No. 12PB018 dated November 22, 2011, as extended, with the Contractor for the Contractor to replace asphalt, correct drainage and perform small repairs on roads in lots "A" and "D" (the "Scottsdale Contract"). A copy of the Scottsdale Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The Town is permitted, pursuant to Section 3-3-13 of the Town Code, to make purchases under the Scottsdale Contract, at its discretion and with the agreement of the awarded Contractor, and the Scottsdale Contract permits its cooperative use by other public entities including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship between the Town and the Contractor, (ii) establishing the terms and conditions by which the Contractor may provide the Town with asphalt replacement and miscellaneous repairs to various roads in the area referred to as Zone 6, as more particularly set forth in Section 2 below (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 7, 2014, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the Scottsdale Contract.

2. Scope of Work. Contractor shall provide the Materials and Services under the terms and conditions of the Scottsdale Contract and pursuant to instructions from the Town.

3. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$155,000 for Materials and Services at the unit rates as set forth in the Scottsdale Contract attached hereto as Exhibit A.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Scottsdale Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this section the term "scrutinized business operations" shall have the meaning set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the Town

determines that the Contractor submitted a false certification, the Town may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the Town of Fountain Hills, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, OSHA and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, invoices and the Scottsdale Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Scottsdale Contract (collectively, the “Unauthorized Conditions”), other than the Town’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Scottsdale Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the Scottsdale Contract, the Town shall be afforded all of the rights and privileges afforded to Scottsdale and shall be the “City” (as defined in the Scottsdale Contract) for the purposes of the Scottsdale Contract.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the City to the extent provided under the Scottsdale Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
NESBITT CONTRACTING CO., INC.

[Scottsdale Contract]

See following pages.

INVITATION FOR BID



STREET REPAIRS

IFB # 12PB018

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INSTRUCTIONS TO BIDDERS



STREET REPAIRS

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The City of Scottsdale invites sealed submittals for street asphalt overlays, slurry seals and concrete repairs throughout the City.

SOLICITATION CRITICAL DATES

BID/PROPOSAL SUBMITTAL DUE:	<u>2:30 P.M., LOCAL TIME, NOVEMBER 3, 2011</u>
QUESTIONS DUE:	<u>10:00 A.M., LOCAL TIME, OCTOBER 26, 2011</u>
APPROVED ALTERNATE SUBMITTALS DUE:	<u>10:00 A.M., LOCAL TIME, OCTOBER 26, 2011</u>

1. SUBMITTAL RECEIPT AND OPENING

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until **2:30 P.M., LOCAL TIME, NOVEMBER 3, 2011** at the Purchasing Department Front Desk located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date. LATE SUBMITTALS WILL NOT BE ACCEPTED.** To allow staff to complete required internal administrative functions, submittals will be opened, read and the name of each bidder recorded, as a matter of public information, within thirty (30) minutes after the receipt time and date have past.

No Submittal will be considered unless it is submitted on the forms contained herein. **All submittals must be presented in a sealed envelope or box.** The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

2. PRE-BID CONFERENCE

(Not Applicable)

3. INFORMATION REQUESTS

Requests for additional information relating to this bid should be directed to:

Raquel McMahon
Bid & Contract Specialist
480-312-5715
rmcmahon@scottsdaleaz.gov

lh
10/6/2011 4:12 PM

INSTRUCTIONS TO BIDDERS



STREET REPAIRS

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4. SOLICITATION QUESTIONS

The Bidder shall submit all questions, requests for clarification and inquiries in regards to this Solicitation to Raquel McMahon, no less than eight (8) days prior to the original Solicitation opening date. It is preferred that all questions be submitted via email to the appropriate purchasing staff, rmcmahon@scottsdaleaz.gov, where possible. When submitting any questions the Bidder should indicate the page number, Section Number/Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the Solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with Solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid submittal and not be opened immediately.

All Solicitation questions **MUST** be received by the Purchasing Division by **10:00 A.M., LOCAL TIME, OCTOBER 26, 2011.** Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing staff to determine if a response would be advantageous for the City.

5. APPROVED ALTERNATES

Specifications and plans, if applicable, may contain references to service requirements, equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction (if applicable) inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved alternate will be permitted, subject to the following procedure and pursuant to ARS 34-104 if the subject matter of this solicitation involves construction.

INSTRUCTIONS TO BIDDERS



STREET REPAIRS

IFB # 12PB018

5. APPROVED ALTERNATES – CONT'D

- a. The Bidder shall submit a written Request for Alternate to the contact person listed on page one of this solicitation at least eight (8) days prior to the original deadline for receiving Bids. Requests for alternates submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope must be clearly marked with Solicitation Number and **"REQUEST FOR APPROVED ALTERNATE"**. Requests must be time stamped by the Purchasing Division by **10:00 A.M., LOCAL TIME, OCTOBER 26, 2011**. The approved alternate request shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Bidder shall submit additional information and/or samples when required.

The Contract Administrator or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the request for approved alternate.

- b. Purchasing, if the request for approved alternate is accepted, shall issue a written addendum to the Solicitation specifying the approved alternates and publish the modification in the same manner as the original solicitation documents.
- c. The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this Section.
- d. For purposes of submitting a Request for Approved Alternate, the "bidder" is defined as the person or firm entering a submittal to the City in response to this solicitation. Therefore the City will not entertain any submittal for an approved alternate from any party not meeting the definition of bidder.

6. ENVIRONMENTAL PROCUREMENT POLICY

The City has established an Environmental Procurement Policy which encourages the purchase of the most environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that increase the environmental responsibility of the products or services called for in this solicitation. **IF YOU WISH TO SUBMIT AN ALTERNATIVE**, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document.

INSTRUCTIONS TO BIDDERS



STREET REPAIRS

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7. PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets (if applicable), invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/Purchasing>. Registering and downloading a solicitation will also provide the supplier with notices of all addendums that are issued.

8. DOWNLOADING SOLICITATIONS

All solicitation documents; plan sheets/drawings if applicable and addenda are available for download in .pdf format. Bidders may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Bidders will no longer be able to pick-up these documents at the Purchasing Department and plan shipments will no longer be available. There will be one set of plan sheets/drawings (if applicable) available for onsite review only at the Purchasing office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

It is imperative that you download the solicitation from the City website at www.scottsdaleaz.gov in order to be notified of associated addenda.

9. EMAIL NOTIFICATION

The City of Scottsdale does not maintain a bidder list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities twice weekly. – www.scottsdaleaz.gov

10. CITY OF SCOTTSDALE PROCUREMENT CODE

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk located at City Hall, 3939 Drinkwater Boulevard and the Purchasing Office located at 9191 E. San Salvador Drive, Scottsdale, Arizona. A copy of the Code is also available from the Purchasing website:

[http://www.scottsdaleaz.gov/Purchasing/Procurement Code](http://www.scottsdaleaz.gov/Purchasing/Procurement_Code)

A hard copy of the Code is available for purchase, for a fee of \$10.00, at the Purchasing Office.

11. PROSPECTIVE BIDDER'S CONFERENCE

A prospective bidder's 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 Solicitation in order to prevent any misunderstanding of the City's position. This conference will also give Bidders an opportunity to submit any questions and discuss any questions previously submitted.

INSTRUCTIONS TO BIDDERS



STREET REPAIRS

IFB # 12PB018

12. BIDDER'S PRESENTATION

Bidders may be invited to make a presentation. If invited, Bidders will be notified of the date and time of the presentation by the City of Scottsdale Purchasing Department.

13. INELIGIBLE BIDDER

The preparer of the bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Offeror on the solicitation for which they prepared the specification.

14. OBLIGATIONS

The issuance of this Solicitation does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

15. NON COLLUSION AFFIDAVIT

By signing the Offer Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Bidder is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract.

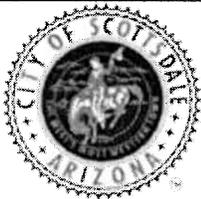
If the subject matter of this solicitation is construction, the bidder shall submit a completed and Notarized Non Collusion Affidavit, stating and certifying that said Bidder/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract. The Bidder is to return the completed and notarized Non Collusion Affidavit with their submittal.

16. IMMIGRATION LAW COMPLIANCE

By signing the Offer Form/Signature Page of this solicitation, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A), will have complied with the requirements of the E-Verify Program before award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the Submittal as being non-responsive or the termination of any contract awarded and the possible forfeiture of any applicable bond.

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any contract or subcontract it enters into with the successful Bidder. In addition, this language must be included in any subcontracts that the successful bidder enters into with its subcontractors.

INSTRUCTIONS TO BIDDERS



STREET REPAIRS

IFB # 12PB018

17. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

A PERSON is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Drivers License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion prior to issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/Purchasing> on the Vendor Resources page at the bottom right under Forms.

18. TAXES/LICENSES

Federal Excise Taxes:

The City of Scottsdale is exempt from certain federal excise taxes. The most common areas where the City is exempt from Federal excise taxes are:

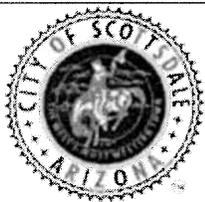
1. Fuel that is used by the City
2. Communication
3. Heavy trucks, trailers and tractors
4. Certain Superfund activity

If there is a specific circumstance that is in doubt you should contact the City to resolve that status of that Federal Excise tax and its applicability.

Transaction Privilege (Sales) Taxes on the City:

The City of Scottsdale is not exempt from being charged the appropriate Arizona State, County, and City privilege (sales) taxes on the goods and services that we procure. For suppliers within the state of Arizona the City expects to be charged the appropriate privilege taxes on the invoice. For out of state suppliers that do not have the ability to collect Arizona State privilege taxes the City will self accrue such Arizona State and City use taxes for collection and payment to the State of Arizona and City of Scottsdale.

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18. TAXES/LICENSES – CONT'D

Transaction Privilege (Sales) Taxes on the Supplier / Contractor: Certain Business Services and Activities may have a City of Scottsdale Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

<http://www.scottsdaleaz.gov/taxes/>

Certain Business Services and Activities may have a State Privilege (sales) tax liability. To determine the State tax treatment, please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

<http://azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<http://www.azdor.gov/Business.aspx>

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional license. Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

<http://www.scottsdaleaz.gov/licenses/boplicense>

Bidder is solely responsible for any and all tax obligations which may result out of the bidder's performance of this contract. The City has no obligation to pay any amounts for taxes, of any type incurred by the bidder.

Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor:

The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

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18. TAXES/LICENSES – CONT'D

Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor-Cont'd: City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To determine tax treatment of design/build contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax Audit Section at 480-312-2629.

Bids will be evaluated and recommended for award based on the total bid cost including tax.

19. CONTRACTOR'S LICENSING REQUIREMENTS

The Contractor shall state his Arizona State Contractor's License Number and Classification on the Bid Form as evidence that he is licensed to contract the work indicated in the specifications at the time of bid submittal.

In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

20. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

INSTRUCTIONS TO BIDDERS



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21. SUBCONTRACTOR'S LIST

If, at the time of bidding, any bidder intends to subcontract any portion of this contract, the bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

22. SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract, unless specifically prohibited by the specification. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

23. CONFIDENTIAL INFORMATION

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the bid submittal.

Bidders are instructed to clearly identify any proprietary information that may be submitted, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot insure confidentiality of any portion of a submittal document in the event a public inspection request is made.

However, in accordance with Section R2-188.22(D), of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential bidders, and this provision should be taken into consideration prior to submitting a bid.

After contract award, and unless otherwise instructed by the bidder, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

24. SMALL BUSINESS

Small, minority owned businesses (MBE/WBE/DBE) are encouraged to respond to City of Scottsdale solicitations.

INSTRUCTIONS TO BIDDERS



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25. INTERPRETATIONS, ADDENDA

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR SUBMITTAL BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. SUBMITTALS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the Plans if applicable or Specifications, or should he be in doubt as to their meaning, he shall at once notify the contact person listed on page one of this solicitation, who will prepare a written addendum. The City will not be responsible for oral instructions or information.

All questions shall be submitted as per the Solicitations Questions Clause.

Any Addenda issued by the City during the time of bidding are to be included in the Submittal, and will become a part of the Contract. Bidders must acknowledge receipt of all Addenda on the Bid Form in the space provided. Failure to indicate receipt of addenda may result in a bid submittal being rejected as non-responsive.

A Notice of Addenda will be emailed to those who have provided their email address; or provided by other appropriate means to each bidder, person or firm recorded on the Plan Holder's list. A viewing copy of the Addenda will also be available wherever the Solicitation Documents are kept.

26. SUBMITTAL PROCEDURE

No submittal will be considered unless it is submitted on the bid forms contained herein (or as otherwise requested). Faxed or emailed submittals will not be considered. Erasures, interlineations or other modifications in the submittal shall be initialed by the authorized person signing the Offer & Acceptance/Proposal Signature Page document.

The Bid Form page containing the pricing must be completed, including the acknowledgement of any and all addendum that was issued. The name of the Contractor/Company must be listed on the page.

To be considered responsive, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an authorized person(s) eligible to sign contract documents for the contractor and is part of the original bid/proposal submittal due at the stated date and time indicated in the solicitation. Consortiums, joint ventures, or teams entering submittals will not be considered responsive unless it is established that all contractual responsibility rests solely with one bidder or one legal entity. The Submittal must indicate the responsible entity.

Submitters should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

INSTRUCTIONS TO BIDDERS



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26. SUBMITTAL PROCEDURE – CONT'D

If you wish to mail your submittal please note that it is the submitter's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. **LATE SUBMITTALS WILL NOT BE CONSIDERED.**

Submittals received after the time and date specified will be returned to the bidder unopened. A submittal may be withdrawn prior to the time set for opening submittals.

No submittal may be withdrawn for a period of one hundred and twenty (120) days after the date set for receipt of submittals.

At any time prior to the specified solicitation due time and date a Bidder may withdraw the bid. Faxed withdrawals will not be considered.

Submittals received by the City with the signed Offer on the Offer and Acceptance form/Proposal Signature document constitutes a legally binding offer by the contractor.

27. AWARD DETERMINATION

Bids will be evaluated and recommended for award based on the total bid cost excluding all applicable taxes.

The total bid cost amount shall include all costs attendant to the bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid.

The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

In the event of an "Add Alternate" bid, in order to keep the project within the budget, the City will use the "alternate add" bidding process. Under this procedure, the City will award the contract to the lowest responsive bidder considering the sum of the "base bid" and those "alternate bid items" which are within the budget. City will select the alternates in the order specified in the bid tabs. The City reserves the right not to select any item in the "alternate bid".

28. REJECTION OF BIDS

The Purchasing Director or City Council reserves the right, as the interest of the City requires, to reject any or all submittals, to waive any informality in submittals received, to award a contract by accepting or rejecting any alternate submittal(s) (additive or subtractive) and reserves the right to reject the submittal(s) of any bidder who has previously failed to perform competently in any contract with the City.

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29. PROTESTS

Pursuant to the City of Scottsdale Procurement Code Section 2-213 an aggrieved person may protest any aspect of a solicitation prior to award of a contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of Awards will be given either through the City Council Meeting Agendas for those contracts being awarded by City Council (i.e. ,for construction and professional services) or through a Notice of Intent to Award posting, seven (7) calendar days prior to award, on the Purchasing section of the City's Internet Web Site for all administratively awarded contracts. Award of contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:

State the name and address of the aggrieved person.

Identify the contracting activity and the number of the solicitation.

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence. Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

Material submitted by a protestor shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protestor believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale
Purchasing Services Department
9191 E San Salvador Dr.
Scottsdale, AZ 85258
Attn: Bill Yazel, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

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29. PROTESTS – CONT'D

The protest does not state a valid basis for protest; or

The protest is untimely pursuant to Procurement Code Section 2-213.

If the director determines a hearing is appropriate under the circumstances, the director shall notify the protestor of the time and place set for a hearing on the protest. The director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

30. CONTRACT AWARD NOTIFICATION

Intent to Award notices for contracts conducted as formal solicitations will be posted on Purchasing's website on the Intent to Award listing. Informal solicitations will be posted to the Award listing upon award. Intent to Award and award information can be found at the link provided below:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=0>

The City Council must approve award of contracts for construction and professional services exceeding the formal procurement limit. Any contract award going to City Council for approval is not binding on the City until after approval by the City Council, even if previously signed by the Contractor and a City representative. All other contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

It is the submitter's responsibility to access this information from the City of Scottsdale Purchasing website link provided above. This is the only notification you will receive regarding the posting of Notices of Intent to Award and Award.

31. AWARD OF CONTRACT

By signing the Offer portion of the Offer/Acceptance Form as a part of the Response to the Solicitation, the contractor is making an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. These Bid or Proposal offers do not become contracts until after the Purchasing Director has signed the Acceptance portion of the Offer/Acceptance Form. The contract is then considered awarded to the successful contractor, eliminating the signing of a separate contract.

For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions or specifications are modified by an addendum to the solicitation, a contract amendment, or by mutually agreed written terms and conditions in the Contract documents.

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31. AWARD OF CONTRACT – CONT'D

The effective date of this contract shall be the date the Purchasing Director signs the Offer and Acceptance form, unless another date is specifically stated as the effective date.

The Contractor is cautioned not to begin any billable work or provide any materials or services under this contract until the contractor receives a purchase order document or separate Notice to Proceed.

Once the City has awarded the contract by signing the Acceptance of Offer, Notice of Contract Award and presenting it to the Contractor, the Contractor is required to provide all additional Bonds and/or Insurance Certificates, and other documentation required to issue the purchase order or Notice to Proceed; within ten (10) calendar days after the date of this Acceptance of Offer or Notice of Contract Award. If the Contractor fails to furnish the required documents within the stated 10 calendar days they may be considered in default and may be at risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

32. BONDS REQUIRED

(Not Applicable)

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1. ADDITIONAL SERVICE REQUESTED

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, requires the issue of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

2. ADVERTISING

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale.

3. ARIZONA LAW

The Contract and all Contract Documents are considered to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of this Court.

4. ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

5. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

6. AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's 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 of the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

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7. CANCELLATION OF CITY CONTRACTS

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's 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 of the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

8. CAPTIONS/HEADINGS

The headings used in the Contract Documents are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

9. CERTIFICATE OF INSURANCE

The successful vendor(s) will be required to furnish the City of Scottsdale a certificate of insurance on a standard insurance industry ACORD™ form or its equivalent. The ACORD™ form must be issued by an insurance company authorized to transact business in the State of Arizona. A sample of a standard insurance industry ACORD™ form with the required additional insured language can be found on our Vendor Resources webpage under forms at: <http://www.scottsdaleaz.gov/Purchasing>. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of your certificate and delay the contract execution. Additionally, Certificates of Insurance submitted without referencing the Solicitation Number will be subject to rejection and discarded.

10. CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code. Change orders to contracts may be executed, according to established rules, when provided for in the original contract.

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10. CHANGES IN THE WORK – CONT'D

The Contractor will not perform any additional services without a written Change Order approved by the City. If the Contractor performs additional services without a Change Order, the Contractor will not receive any additional compensation.

11. CHEMICALS

Contractors must agree to provide Material Safety Data Sheets (MSDS) for all substances that are delivered to the City of Scottsdale, that come under the Federal requirements of 29CFR 1910 Subpart Z - Toxic and Hazardous Substances, which includes 29CFR 1910.1200 - Hazard Communication

All Contractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-Z Toxic and Hazardous Substances, and Section 1910.1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS

Under the provisions of A.R.S. §41-4401, the Bidder warrants to the City that the Bidder and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Bidder and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Bidder or any of its subcontractors will be considered a material breach of this Contract and may subject the Bidder or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Bidder or any subcontractor who works on this Contract to ensure that the Bidder or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Bidder and any of its subcontractors to ensure compliance with this warranty. The Bidder agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

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12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS – CONT'D

The City will not consider the Bidder or any of its subcontractors in material breach of this Contract if the Bidder and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Bidder enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the 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. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

13. COMPLIANCE WITH FEDERAL AND STATE LAWS

The City has entered into this Contract with the Bidder relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Bidder represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Bidder understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Bidder must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

14. CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's 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 of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

15. CONTRACT ADMINISTRATOR DUTIES

The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements.

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16. CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

17. CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the Bidder certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

18. CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

19. COUNTERPARTS

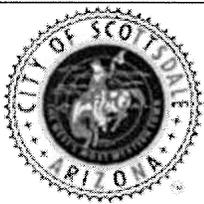
This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

20. ENDANGERED HARDWOODS

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.

The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

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21. ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

22. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Bidder will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

23. ESTIMATED QUANTITIES

All Quantities referenced in this solicitation document are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

24. EXECUTION OF CONTRACT

The Contractor shall provide all the required documentation, which can include but may not be limited to, applicable bonds, insurance certificates, IRS W-9 form and other documentation required to issue the purchase order or notice to proceed within ten (10) calendar days after the date of the Acceptance of Offer or Notice of Contract Award by the City. If a separate City Contract is required, the Contractor must execute it within ten (10) calendar days and return it to the City. Failure to complete these requirements within ten (10) calendar days may place the Contractor in default.

25. FORCE MAJEURE

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

26. FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the CONTRACTOR at least 30 days before the end of its current fiscal period and will pay the CONTRACTOR for all approved charges incurred through the end of this period.

GENERAL TERMS AND CONDITIONS



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27. INDEMNIFICATION

To the fullest extent permitted by law, Bidder, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions but only to the extent caused by Bidder relating to work or services performed under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Bidder's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

28. INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

29. INSURANCE REQUIREMENTS

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

GENERAL TERMS AND CONDITIONS



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29. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements – Cont'd

No Representation of Coverage Adequacy

By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term

All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

Policy Deductibles and or Self Insured Retentions

The policies set forth in these requirements may provide coverage which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Contractor shall be solely responsible for any such deductible or self insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Use of Subcontractors

If any work under this agreement is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Evidence of Insurance

Prior to commencing any work or services under this Contract, Contractor shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement.

GENERAL TERMS AND CONDITIONS



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29. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements - Cont'd

Evidence of Insurance – Cont'd

If any of the above cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying coverage as required
2. Contractor's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except for Professional Liability insurance if applicable waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. Certificate shall cite 30 day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

Required Coverage

Commercial General Liability

Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate, and a \$1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Vehicle Liability

Contractor shall maintain Business Automobile Liability insurance with a limit of \$500,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract.

If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.

If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

GENERAL TERMS AND CONDITIONS



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29. INSURANCE REQUIREMENTS – CONT'D

Required Coverage – Cont'd

Worker's Compensation Insurance

Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

30. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

31. LOCAL CONDITIONS, RULES AND REGULATIONS

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

32. MODIFICATIONS

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

33. NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

GENERAL TERMS AND CONDITIONS



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34. NO WAIVER

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

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the party to be charged. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver, and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.

35. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this solicitation or resulting contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

1. Signed and fully executed separate Contract or Offer and Acceptance Sheet
2. Special Terms & Conditions of the solicitation
3. General Terms & Conditions of the solicitation
4. Statement or Scope of Work (SOW)
5. Specifications
6. Attachments
7. Exhibits
8. Instructions to Bidders
9. Other documents referenced or included in the solicitation or contract

36. PATENTS

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or bidders for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

GENERAL TERMS AND CONDITIONS



STREET REPAIRS

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37. PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days except in Title 34 circumstances where payment is required within fourteen (14) days. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased item. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below:

CITY OF SCOTTSDALE
ACCOUNTS PAYABLE
7447 E. INDIAN SCHOOL ROAD, #210
SCOTTSDALE, ARIZONA 85251-4468

38. PRICE REDUCTION

If Contractor's, manufacturer, or supplier at any time during the course of this contract, makes a general price decrease, to the Contractor, the Contractor shall promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

39. RECORDS AND AUDIT RIGHTS

Bidder's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Bidder's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Bidder pursuant to this Contract.

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Bidder and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Bidder or Subcontractor reasonable advance notice of intended audits.

Bidder shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any subcontract pursuant to this Contract.

GENERAL TERMS AND CONDITIONS



STREET REPAIRS

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39. RECORDS AND AUDIT RIGHTS – CONT'D

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

40. REGISTERED/LICENSES

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement.

41. REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.IRS.gov under their forms section.

42. RISK OF LOSS

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

43. SCOTTSDALE CITY SEAL AND CITY SYMBOL

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are registered marks and are reserved solely for the City's use. Any other use or reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

GENERAL TERMS AND CONDITIONS



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44. SEVERABILITY

If any provision of the Contract Documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and their application will not be affected and are enforceable to the fullest extent permitted by law.

45. SUCCESSORS AND ASSIGNS

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City.

The CONTRACTOR and the City agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the CONTRACTOR, its successors and assigns, including any individual, company, partnership or other entity with or into which the CONTRACTOR merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the CONTRACTOR sells its assets.

46. TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination.

Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this contract.

Cancellation for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause.

In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

GENERAL TERMS AND CONDITIONS



STREET REPAIRS

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47. TESTING OF MATERIALS

When required in the course of any service or contract the procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, The City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

The City will provide a pre-qualified City or Independent Testing Laboratory and will pay directly for initial City Acceptance Testing. When the first and subsequent tests indicate noncompliance with the specifications, the cost associated with that noncompliance will be paid for by the Contractor. When the first and subsequent tests indicate noncompliance with the specifications, all retesting will be performed by the same testing agency.

Rejected materials shall be immediately removed and shall not be used in any form for any other part of the work.

48. TIME IS OF THE ESSENCE

The City and the CONTRACTOR mutually agree that time is of the essence with respect to the dates and times contained in the Contract Documents.

49. WARRANTY

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

Contractor's warranty shall run to City, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to City, when notified of such nonconformity by City, provided City elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by City in doing so. Contractor recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for the costs, delays, or other damages which City has incurred.

SPECIAL TERMS AND CONDITIONS



STREET REPAIRS

IFB # 12PB018

1. ACCEPTANCE/AGREEMENT/DESCRIPTION/DOCUMENTATION

Any agreement made pursuant to this solicitation must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept the Agreement in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions. Any terms proposed by Contractor which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the City in response to a bid and if any of the terms therein are additional to or different from any terms of such bid, then the issuance of the Agreement by the City shall constitute an acceptance of such bid subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the City to the contrary in writing within ten (10) days of receipt of the Agreement.

2. CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL

All Contractor employees performing work under the scope of this contract shall wear conservative style uniform shirts that will have sewn on or embossed identification labels of the Contractors company name, and/or, logo, and will appear on the front area of the shirt near chest height of the shirt. Shirts may also have company name or logo appear on the backside of the shirt. Contract Administrator will approve proper identification on uniforms during the life of the contract.

Contractor shall provide employees with identification nametags to include name and picture of the employee and Contractor's company name and applicable logo. Employee will wear the nametag in plain view on his person at all times while performing the work under the scope of the contract. All employees shall have the supervisor's business cards available. In addition the 'lead person' of each crew shall wear a badge clearly identifying the position of crew leader.

Contractor's employees shall wear uniform style slacks, "Levi" type slacks, or Bermuda type shorts. If shorts are worn they shall be of Bermuda style length (cut just above the knee). Cut-offs and short-shorts are not acceptable wearing apparel.

Outlandish styles, patterns, hats, colors of wearing apparel, verbiage imprinted on apparel, etc. worn by the Contract Employee that may promote negativity in the work place, or advertise any product other than the Contractor's company name and/or logo will not be allowed.

Sandals, flip-flops, open-toed shoes are not acceptable footwear.

The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.

It shall be the Contractor's responsibility to make sure all employees performing any work at any location under the scope of this contract, are furnished and use the proper Personal Protective Equipment (PPE) based on the type of work the employee is doing and the type of hazard the employee may encounter or be exposed to.

SPECIAL TERMS AND CONDITIONS



STREET REPAIRS

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2. CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL – CONT'D

Walkman type radios or any apparatus, which may impede hearing or sight, will not be allowed. Earplugs and/or safety glasses are exempt.

The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.

The Contractor shall instruct all employees, in advance, as to what to do in a medical emergency.

If an injury to an employee is of sufficient nature to warrant immediate professional medical attention, the employee shall seek out proper medical attention immediately.

The employee shall notify the on-duty lead person (or supervisor) of any personal injury, including minor cuts, scrapes or burns. The on-duty lead person shall immediately notify the Contract Administrator of such injuries.

3. CONTRACTOR SUPERVISORS AND CREWS

The Contractor's Supervisor(s) shall have full authority to act on behalf of the Contractor in any situation.

The Contractor's Supervisor(s) and crews shall be monitored by the Contract Administrator for their effectiveness interacting with City personnel, citizens, and ability to maintain a written schedule. The knowledge and effectiveness of the Contractor's Supervisor(s) and crews shall have a direct impact on any possible and applicable contract extensions.

Actual crew size shall be the responsibility of the Contractor to establish.

A fully staffed crew shall be defined as a **MINIMUM** of the following:

- One (1) Supervisor (Crew Leader) who is conversant in the '*English language*'
- One (1) vehicle capable of performing the required work as indicated by the Contract Administrator at the time of the service request.
- Additional crew members as required to complete the required work as indicated by the Contract Administrator at the time of the service request.

4. INVOICING

All invoices submitted for work done under the scope of this contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

SPECIAL TERMS AND CONDITIONS



STREET REPAIRS

IFB # 12PB018

4. INVOICING – CONT'D

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

5. KEY PERSONNEL

The Contractor shall provide an adequate staff of experienced personnel capable of and devoted to the successful accomplishment of Contract work. The Contractor shall assign the specific individuals identified in its proposal to key positions. The Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) identified and/or described in the Contractor's offer. Therefore, no substitution of such specified individuals and/or personnel shall be made without prior written approval of the CA. Any substitution of personnel under this Contract shall be equal or better than those identified in the Contract. The City's approval of a personnel substitution shall not be construed as an acceptance of the substitution's performance potential. No approval shall be unreasonably withheld of a proposed substitution of personnel. The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under the contract.

6. PRICE ESCALATION

Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and shall be effective for at least one (1) year from the date of approval.

Approved price increases will be applied to the unit pricing in the Agreement as a percentage increase.

The increased rate shall be based upon mutual consent of the Contractor and the Contract Administrator, however; the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed the percent in the United States "Consumer Price Index" for All Urban Consumers West Urban (C.P.I.U.) U. S. City Average for the Percent Change from the Year Ago as published by the U. S. Department of Labor Bureau of Labor Statistics. Index Base Period 1982-84=100.

SPECIAL TERMS AND CONDITIONS



STREET REPAIRS

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7. TERM OF AGREEMENT

The term of this Contract shall be for a one (1) year period from the effective date of acknowledgment of the Acceptance of Offer/Notice of Award or the City Council awarded Contract.

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director.

8. UNPREDICTABLE MARKET CHANGE

In the event of an unpredictable change in the market, which affects the then current contract price, Contractor may submit justification for a price adjustment. Contract Administrator and Purchasing Director shall review justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original contract terms.

The Purchasing Director shall be the final authority on any price adjustment due to unpredictable market change.

9. VEHICLE REQUIREMENTS AND IDENTIFICATION

The Contractor shall only use trucks and vehicles licensed for use on public streets and licensed in the State of Arizona.

All equipment used in the performance of work under the scope of this contract shall be equipped with an amber/yellow light bar OR amber/yellow light which can be clearly seen from a **MINIMUM** distance of five hundred feet (500') in all directions. The Contract Administrator shall be the sole determinant as to whether equipment warning lights are sufficient.

All Contractor vehicles shall contain signage which includes a **MINIMUM** of the Contractor Company name; and/or logo. Vehicle signage shall be sufficient, in the opinion of the Contract Administrator, to make it apparent to others, as to the nature of the business and the occupants of the vehicle. Vehicle signage shall appear on a **MINIMUM** of the right and left sides of the vehicle. All vehicles that are used in the performance of work under the scope of this contract shall display the proper vehicle signage. Contract Administrator will approve proper identification of vehicles during the life of the contract.

SPECIFICATIONS/SPECIAL PROVISIONS/SCOPE OF WORK



STREET REPAIRS

IFB # 12PB018

GENERAL

The City of Scottsdale invites sealed bids for an annual service contract for the repair and reconstructive treatment of various streets, alleys and parking lots within the corporate boundaries of the City. The work will consist of:

- Hot Mix Asphalt Overlays and New Placement, Bid Lot "A"
- Slurry Seal Treatment: Majors (arterial and collector class streets), Bid Lot "B"
- Slurry Seal Treatment: Locals (residential and commercial streets, alleys, parking lots), Bid Lot "C"
- Drainage Corrections and Small Repairs, Bid Lot "D".

BIDDING AND AWARD OF CONTRACT

Bidders may bid all or any of the lots. There is no requirement that a bidder must bid all lots in order to be considered responsive.

The City reserves the right to award a contract to the responsive, responsible bidder submitting the lowest bid for a specific lot. There may be contracts awarded to four different contractors. However, the possibility exists that more than one lot may be awarded to a single contractor.

GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses, certifications and COS permits required in connection with the completion of the required services herein.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

Bidder shall have been conducting business within the Phoenix/Scottsdale Metropolitan area for a **MINIMUM** of two (2) consecutive years.

The Contractor **MUST** have and maintain full time Company representation located in the Scottsdale/Phoenix, Arizona metropolitan area, with the ability and authority to address all Contract issues that may develop. The Contractor shall provide to the Contract Administrator, the individual's name and contact information, including cellular phone, pager, and off-hours phone numbers. All products utilized by the Contractor for this contract shall meet all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations pertaining to the products covered under the scope of this contract.

The Contractor shall furnish all labor, materials and equipment necessary for the completion of the scope of work described herein.

SPECIFICATIONS/SPECIAL PROVISIONS/SCOPE OF WORK



STREET REPAIRS

IFB # 12PB018

GENERAL VENDOR QUALIFICATIONS

Working hours for this contract shall not be limited to any particular time, unless otherwise stated/requested in writing by the Contract Administrator.

The Contractor shall have sufficient personnel and equipment to complete all work requests, as defined in this Solicitation, in the time frame required by the Contract Administrator.

All equipment used for performance of work under the scope of this Contract, shall be maintained in a safe operating condition, and shall comply with all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations.

The Contractor shall provide a roster of his employees that will be performing work under the scope of this contract, for the life of the contract. Contractor shall be required to update roster monthly to notify the Contract Administrator of all changes made in personnel.

GENERAL CONDITIONS

1. The Contractor shall supply all labor, material, and equipment needed to perform the work required by the contract.
2. The Contractor agrees to assume full responsibility for performing the work in compliance with the terms and conditions of all applicable sections of the Maricopa Association of Governments (MAG) Uniform Standard for Public Works Construction, the City of Scottsdale (COS) Supplemental Standard Details and Specifications, the City of Phoenix Traffic Barricade Manual, the City of Phoenix Supplemental Specification 361, microseal, and all latest revisions of those documents.
3. The Contractor shall be responsible for traffic control and shall supply all necessary traffic barricades, lights, signs, and cones to safely regulate traffic as specified herein.
4. The contractor shall provide a lighted arrow board for each active lane closure on any major road project. Typical traffic control costs are considered incidental to the project and are not considered as a separate pay item, with the following exception.
5. The Contract Administrator may require the stationing of additional uniformed police officers to facilitate traffic movement and promote work zone safety. Additional officers beyond the requirements of the Phoenix Traffic Barricade Manual, latest revision, will be invoiced to the City at the actual cost incurred by the Contractor.
6. When a project requires a full road closure, or is scheduled on a major road, the contractor shall submit a traffic control plan to the Traffic Engineering department for approval prior to start of that task phase. Complete street closures will not be allowed, except upon written approval of the Contract Administrator.

SPECIFICATIONS/SPECIAL PROVISIONS/SCOPE OF WORK



STREET REPAIRS

IFB # 12PB018

GENERAL CONDITIONS - CONT'D

7. The contractor will not restrict any arterial class lane between the hours of 7 and 9 am or between the hours of 4 and 6 pm except upon written approval of the Contract Administrator.
8. Approved traffic cones may be used on residential streets to channel the traffic to protect the fresh surface treatment. Traffic cones shall be removed from the street by 4:00 PM. daily unless otherwise directed by the Contract Administrator. Residential streets and alleys intersecting with collector streets shall be properly signed at that intersection to safely channel traffic to, through, and from that intersection.
9. Alley resurfacing projects shall be scheduled and notified in such a way as to not conflict with critical deliveries or full use of the parallel roadway.
10. Assigned alleys are to be resurfaced for the full width of the right of way, unless otherwise directed in writing by the contract administrator. Typical alley right of way widths include, but are not limited to 16, 18 and 20 feet. When slurry seal is applied to the alley right of way, adjacent applications to accomplish the appropriate width shall not overlap by more than 1 foot.
11. The existing drainage flow-line of the alley shall be preserved or improved to facilitate positive drainage.
12. Except under special circumstance determined by the contract administrator, the contractor will be allowed to completely close segments of alleys to facilitate resurfacing. Closure of any alley will be limited to a six hour duration for installation and curing of the surface application.
13. The contractor shall provide on the project site at all times, a responsible party who is fluent in the English language and authorized to make appropriate and responsible adjustments as required to comply with the terms of this contract. i.e., opening lanes by 4pm.
14. The Contractor shall be responsible for securing and maintaining a marshaling yard as specified in MAG Standard Specification Sections, 104.1.3, 104.1.4 and 107.6.1.
15. The Contractor shall remove all loose debris and other materials not incorporated in the work from the site for proper disposal. All cleanup, restoration, repair or replacement of public and private property will be the responsibility of the prime contractor. Restoration and repair includes, but is not limited to, damaged concrete, walls, repair of underground and above ground utilities, sprinkler systems, lighting systems, etc. Restoration/repairs of damaged property shall be complete and accepted by the Contract Administrator or his designee to constitute task phase completion.
16. The Contractor shall report immediately to the Contract Administrator or designee any variance from the performance required by the terms and conditions of the Contract.

SPECIFICATIONS/SPECIAL PROVISIONS/SCOPE OF WORK



STREET REPAIRS

IFB # 12PB018

PUBLIC NOTIFICATION

1. Unless otherwise directed by the Contract Administrator, the Contractor shall notify all residents, businesses, and schools located along the frontage of a specific project by handbill or door-hanger, no later than 48 hours and no earlier than 2 weeks prior to commencement of the work phase. The handbill shall include the statement that on pavement parking will not be permitted during the affected times, the Contractor's phone number, and alternate work day schedule in case of delay due to weather. The Contractor shall re-notify all areas where work was not performed as scheduled. Door-hangers shall be bright yellow with red lettering and shall be 3 to 5 inches wide by 10 to 12 inches long. Door-hangers shall be pre-cut to be readily secured to doorknobs and pulls, so that they cannot be inadvertently detached or blown off. Any costs associated with notification or re-notification shall be considered incidental to the project.
2. The Contractor shall provide black-on-orange pre-construction advisory signs to be placed on commuter streets to be serviced, one full calendar week prior to start of the project. The signs shall state that a resurfacing project is to take place, the planned dates of start and finish, and shall state that an alternate route of travel is suggested. Sign dimensions may vary according to application and will be determined by the Contract Administrator. This provision is for use on streets where handbill notification is not practical. This requirement is not a separate pay item.
3. The Contractor Administrator may require the stationing of lighted variable message signs prior to and during the work phase for pre-notice and to facilitate traffic movement and promote work zone safety. Lighted variable message boards used during the project phase are to be invoiced to the City at the actual cost incurred by the contractor.

WORK SCHEDULE

1. Excluding an emergency assignment, the City will notify the Contractor of the desired starting time and location of the work phase at least 15 days prior to start of work. The Contractor shall complete each work phase within 20 calendar days of the starting date, not including delays caused by weather.
2. The Contractor shall present a schedule of times, dates and streets for each work phase to the Solid Waste Department at (480) 312-5600, 48 hours prior to start of that work phase.
3. Emergency street repairs, when requested by the City's Contract Administrator or designee, shall be undertaken immediately and carried through to completion without pause. When night work is required between the hours of 10PM and 6AM, the Contractor shall provide a 'spotter' or signalman equipped with a whistle, siren, or horn that can be heard over the equipment noise. The 'spotter' shall wear a fluorescent vest and will be responsible for keeping the areas clear for moving equipment.
4. Certain job locations such as arterial class roads may require night scheduling of work. Night work is defined as that taking place between the hours of 10:00 p.m. and 6:00 a.m. and shall not include unscheduled emergency assignments. Premium compensation for night work shall be bid as a multiplier factor to be applied to individual unit costs on each bid item used.

SPECIFICATIONS/SPECIAL PROVISIONS/SCOPE OF WORK



STREET REPAIRS

IFB # 12PB018

MATERIALS

1. All materials and procedures under this Contract shall meet the MAG specifications, as amended by COS supplemental specifications or by City of Phoenix supplemental specifications for the specific applications required.
2. Relating to the execution of this Contract including, but not limited to the application of product and the storage, reclamation, treatment, recycling, and/or disposal of materials, the Contractor shall comply with all applicable laws, regulations and ordinances. The Contractor shall also comply with the requirements of all governmental authorities with respect to any permits, licenses, and approval required for performance of this Contract. Furthermore, the Contractor agrees to incorporate and adhere to the use of best management practices in any actions affecting his performance under the law, regulations, and requirements in effect during the term of this Contract. Upon request by the Contract Administrator, the Contractor shall promptly certify such compliance to the City in such form and at such times as may be required.
3. When the contractor requires a supply of water, the contractor shall make arrangements with the COS Water Resources department at 480-312-5650.

DUST PREVENTION

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to these construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the Contract Administrator, in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations. This is not a pay item. Contractor is responsible for any costs associated with compliance.

SPECIFICATIONS/SPECIAL PROVISIONS/SCOPE OF WORK



STREET REPAIRS

IFB # 12PB018

HOT MIX ASPHALT OVERLAYS, NEW PLACEMENT AND REPAIRS TECHNICAL SPECIFICATIONS – LOT “A”

GENERAL

1. Lot A is subject to all applicable provisions and specifications outlined in the General Conditions for all lots in addition to those specifications stated below.
2. The annual quantities listed herein for overlays are approximate only and are given for the sole purpose of the preparation of bids. The City anticipates the total area of coverage of overlays for the one-year period will be as follows:

Commuter type streets/15 locations:	350,000 square yards
Local type streets/2 locations:	100,000 square yards

Actual quantities may vary according to field conditions.
3. Quantities of materials for this work will be paid for under the appropriate schedule at the applicable contract price per unit of measurement with no allowance for waste. Payment will be made after completion and acceptance of each task phase and upon receipt of approved invoices.
4. A daily tabulation of materials delivered, used, application rate and square yards covered will be agreed upon between the Contractor and the City Inspector.

MATERIALS

1. All hot mix asphalt concrete used shall be East Valley Asphalt Committee (EVAC) approved mix design 12.5mm or 19mm or City of Phoenix D-1/2 Asphalt Rubber, latest version as specified by the City for each job.
 - a) All hot-mix Asphalt Rubber used shall be crumb rubber produced through a wet-process blending. Terminal-blend Rubberized Asphalt shall not be used.
2. Material for removal and replacement shall consist of 6" aggregate base course of crushed rock and 3" of hot mix asphalt or as otherwise specified by the Contract Administrator.
3. The Contractor shall mill existing pavement adjacent to gutters to a point approximately 1-inch below the lip of gutter or as determined by the Contract Administrator. Depth of grinding shall be measured from the existing lip of gutter. The grinding depth will taper to 0 inches at a line 6 feet from the gutter or as otherwise directed. The Contractor will mill a 20 to 24 foot width across intersecting streets (including the termini) in the same manner using the extended gutter line to ensure a smooth transition to the overlaid surface when necessary. The Contractor must take possession of all milled asphalt unless the City exercises it's right to retain, at no charge, any or all milled asphalt to be delivered by the Contractor to a specified location within a 10-mile radius of the project.
4. Certain task phases, as indicated by the Contract Administrator, may involve special milling, or profiling of existing material under exceptional circumstances such as accurate elevation adjustments, ride comfort improvement, or removing concrete. Exceptional, precision milling is included as a separate bid item

**HOT MIX ASPHALT OVERLAYS, NEW PLACEMENT AND REPAIRS
TECHNICAL SPECIFICATIONS – LOT "A"**



STREET REPAIRS

IFB # 12PB018

MATERIALS – CONT'D

5. The Contractor shall be required to protect all milled surfaces from deterioration and to repair subsequent damage prior to overlay. Milled surfaces shall be paved within five (5) calendar days.
6. The existing drainage of the roadway shall be preserved or improved. Particular care will be taken to ensure that existing asphalt valley gutters are paved to the proper grade to facilitate positive drainage. Newly placed pavement that holds or backs up drainage following paving will be re-paved to drain at the contractor's expense prior to acceptance.
7. The Contractor shall be responsible for adjusting all frames, boxes and covers affected by the work to proper grade within five (5) working days of completion of paving and/or striping. Replacement and adjustment of frames and covers will be according to MAG Spec. 345 as supplemented by COS Supplemental Specifications. Frames boxes and covers that are specified for replacement will be purchased through the contractor or otherwise provided by the city. Upon removal, the Contractor shall store frames and covers until replacement of the frames takes place. Storage of frames and covers will not be allowed on any grass, lawn, or other plant material. Storage of frames and covers will not be allowed on sidewalk, alleyway, parking lot or roadway without proper barricading and cannot be allowed to block use of an alley for more than two hours. Frames and covers, which are left in the roadway, shall be protected with barricading or by "ramping" with hot or cold mix asphalt until the final pavement course has been placed. Loose asphalt concrete millings will not be used to ramp abrupt changes in elevation without prior approval of the Contract Administrator or designee.
8. When practical and possible, manhole and/or water valve adjusting rings shall be provided and installed by the Contractor during the paving operation. The newly placed asphalt concrete paving shall be finished flush with the adjusted existing, or newly installed adjusting ring for the full circumference of the ring and shall not vary more than 1/4 inch from the bottom edge of a 25 foot straight edge held parallel or perpendicular to the direction of traffic. Provision of adjusting rings shall include measuring, ordering, delivery, and installation of manhole and/or water valve rings.
9. Adjustment rings shall consist of no more than one segment to form a circular unit to fit the flange of the existing frame. Acceptable product is the Turner Manhole Ring available through A&M Roadway Products or approved alternate.
10. The Contractor shall expose brass caps covered by overlay. The exact center of monument shall be carefully recorded prior to overlay. After paving is complete, the Contractor will locate the monument below the pavement and core a 3-inch diameter hole exposing the brass cap for future use. This procedure must be done prior to acceptance of the project by the City. This is a bid item. Survey monuments that are disturbed in the course of the work will be reset by the contractor according to MAG Detail 120-1, latest revision. Replacement of disturbed monuments is a bid item.

**HOT MIX ASPHALT OVERLAYS, NEW PLACEMENT AND REPAIRS
TECHNICAL SPECIFICATIONS – LOT “A”**



STREET REPAIRS

IFB # 12PB018

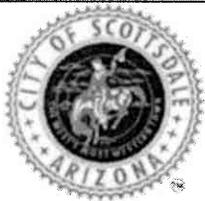
MATERIALS – CONT'D

11. In the case of overlay on un-curbed streets, the contractor shall finish the new pavement edge to produce a 30-degree slope (FHWA 'Safety Edge') from the new pavement surface to the shoulder to minimize pavement "drop-off" to the shoulder.
12. Overlaid surface shall meet ADOT standard of smoothness, as detailed in Section 401 of ADOT Construction Manual, latest edition.

PREPARATION AND CLEAN UP

1. The Contractor shall, as determined by the Contract Administrator, provide layout and/or striping to replace traffic control markings obliterated or removed in the course of a resurfacing project. The Contractor will be responsible for the recording of existing location and design of all traffic control markings prior to obliteration in order to facilitate proper replacement of reflective striping, marking, and Symbols. The Contractor shall put in place a temporary centerline prior to opening the road to full use. In the case of more than two adjacent lanes in the same direction of travel, temporary pavement markers must be in place prior to full use by traffic. In all work, permanent pavement marking replacement is to be completed within 72 concurrent hours of pavement placement. Replacement of raised reflective markers that are assigned to be removed or permanently covered is not included in this work item.
2. Traffic paint shall meet ADOT Standard Specifications for Road and Bridge Construction, Section 708, with glass spheres applied to all painted surfaces. Acceptable paint is Pervo rapid dry yellow, water based #4774-A and Pervo rapid dry white, water based #4773-A or approved alternate. All pavement markings placement shall conform to ADOT specifications, except where otherwise specified in the COS Supplements, latest edition. Measurement and payment will be per COS Supplement to MAG Section 402.2. 1.
3. Preparatory work for resurfacing may require sealing of cracks. The Contractor shall provide a hot-applied, rubberized or elastically modified asphalt sealant. Cracks shall be filled to no more than 1/8 inch below the existing pavement. Installation shall include traffic channelization, cleaning of existing cracks by vacuum and protection of the sealant from traffic until fully cured to prevent tracking. Payment for this item will be per square yard treated.
4. Marshaling Yard shall comply with all procedures and requirements of MAG Standard Spec. 104.1.3 and 104.1.4.
5. At the end of the work phase, the Inspector and the Contractor shall agree on the schedule and requirements for final clean up prior to acceptance of the work for payment.

**SLURRY SEAL TREATMENTS: MAJORS
TECHNICAL SPECIFICATIONS – LOT “B”**



STREET REPAIRS

IFB # 12PB018

GENERAL

1. Lot B is subject to all applicable provisions and specifications outlined in the General Description for all lots in addition to those specifications stated below.
2. The annual quantities listed herein are approximate only and are given for the sole purpose of the preparation of bids. The City anticipates the total area of coverage for the one-year period will be as follows:

Major streets: 500,000 square yards

Actual quantities may vary according to field conditions.

3. Quantities of materials for this work will be paid for under the appropriate schedule at the applicable contract price per unit of measurement. When the contractor uses an unpaved surface for stockpiling aggregate, there will be an allowance for waste of 20 tons of aggregate per stockpile, to be invoiced at the contractor's delivered price. Payment will be made after completion and acceptance of each task phase and upon receipt of approved invoices.
4. At the beginning of each task phase, the Contract Administrator will establish the maximum "pounds per square yard" rate of application - i.e., 'Type Two slurry shall be applied at 18 pounds of aggregate per square yard' - establishing the maximum allowable invoice cost per square yard covered during the task phase.
5. The Contractor shall provide for each work phase, a minimum of three accurately operational slurry machines and must maintain enough sufficiently trained and experienced personnel to provide a production rate of at least 170 tons in place per day.
6. The contractor shall provide a Quality Assurance Quality Control representative to each task phase who will be responsible to prevent workmanship and material problems including but not limited to: emulsion leaking onto pavement, slurry material spilled onto concrete or other surfaces and to ensure 'same day' rolling of patches.
7. The QAQC representative will meet with the project coordinator weekly to perform a partial, or complete, 'walk-thru' of all slurry seal application for the previous four working days. If the weekly walk-thru identifies a punch list of workmanship or material quality issues, all new application of surface treatments will cease until that week's punch list is completed and accepted by the contract administrator.

MATERIALS

1. Slurry seal shall be installed according to and in compliance with MAG Section 332, latest revision, except where otherwise stated herein.

**SLURRY SEAL TREATMENTS: MAJORS
TECHNICAL SPECIFICATIONS – LOT “B”**



STREET REPAIRS

IFB # 12PB018

MATERIALS – CONT'D

2. Slurry seal materials shall be in accordance with MAG Section 715, except aggregate per square yard shall be a minimum of 15 pounds for Type 2 slurry, 21 pounds for Type 3 and approximately 30 pounds for Microseal.
3. Emulsified asphalt shall be CQSH or polymer modified CQSH as directed and shall comply with MAG Section 713.
4. Microsurfacing shall be installed according to and in compliance with the City of Phoenix Supplemental Specification 361 with the additional requirements that the machine shall be specifically designed to lay Microseal and will be capable of loading materials while continuing to lay Microseal, thereby, minimizing construction joints.

EQUIPMENT

1. The slurry machine shall be equipped with mechanical and electronic counters to accurately measure and calibrate the delivery of aggregate to the pug mill. Each slurry machine shall also be equipped with a positive displacement pump and digital readout counter to accurately measure and display in pounds or gallons the quantity of asphalt emulsion delivered to the pug mill. Each slurry machine shall be equipped with a dual spray system. Sprayers shall be mounted at the front of the truck and at the slurry box. The rear sprayers shall be capable of independent control by the slurry box operator and not by the driver.
2. A steering device for the mechanical distributor is required. Spreading equipment must be cleaned each day and inspected prior to the day's work. The slurry box must be capable of spreading slurry at a width of 15 feet with each pass. The Contractor shall at all times protect traffic from the spreading equipment.
3. The Contractor shall provide one or more self-propelled 3-ton (minimum) steel wheel rollers equipped with an operating spray system. The entire slurried surface including patches shall be rolled a minimum of two passes once the slurry is cured sufficiently to prevent pick up by the wheels. While in operation, steel wheel rollers are to be equipped with a working beacon or strobe light. When left on a public street overnight, the roller shall be protected with lighted barricades.

PREPARATION AND CLEAN UP

1. Prior to sweeping the area to receive slurry, the Contractor will be required to remove all weeds, grass, or other debris from the pavement.
2. The Contractor shall protect all manhole covers, water valve lids, clean out lids, monuments, blue raised pavement markers, and concrete from the slurry. The Contractor shall immediately clean off any concrete or other structure unintentionally slurried. Sand blasting may be required to remove slurry or emulsion stains and/or spills.

**SLURRY SEAL TREATMENTS: MAJORS
TECHNICAL SPECIFICATIONS – LOT “B”**



STREET REPAIRS

IFB # 12PB018

PREPARATION AND CLEAN UP – CONT'D

3. Protection of the blue raised pavement markers (RPMs) is incidental to the work and is not to be considered as an optional bid item. Existing non-blue RPMs shall be removed from the pavement prior to resurfacing. RPM removal is an hourly pay item.
4. The Contractor shall, as determined by the Contract Administrator, provide layout and/or striping to replace traffic control markings obliterated or removed in the course of a resurfacing project. The Contractor will be responsible for the recording of existing location and design of all traffic control markings prior to obliteration in order to facilitate proper replacement of reflective striping, marking, and Symbols. The Contractor shall put in place a temporary centerline prior to opening the road to full use. In the case of more than two adjacent lanes in the same direction of travel, temporary pavement markers must be in place prior to full use by traffic. In all work, permanent pavement marking replacement is to be completed within 72 concurrent hours of the resurfacing project completion. Replacement of raised reflective markers that are assigned to be removed or permanently covered is not included in this work item.
5. Traffic paint shall meet ADOT Standard Specifications for Road and Bridge construction, Section 708, with glass spheres applied to all painted surfaces. Acceptable paint is Pervo rapid dry yellow, water based #4774-A and Pervo rapid dry white, water based #4773-A or approved alternate. All pavement markings placement shall conform to ADOT specifications, except where otherwise specified in the COS Supplements, latest edition. Measurement and payment will be per COS Supplement to MAG Sec. 402.2. 1.
6. Preparatory work for resurfacing may require sealing of cracks. The Contractor shall provide a hot-applied, rubberized or elastically modified asphalt sealant. Cracks shall be filled to no more than 1/8 inch below the existing pavement. Installation shall include traffic channelization, cleaning of existing cracks by vacuum and protection of the sealant from traffic until fully cured to prevent tracking. Payment for this item will be per square yard treated.
7. When preparatory work for the placement of slurry seal requires minor pavement removal and replacement, the Contractor shall cut and remove asphalt concrete pavement as indicated by the Contract Administrator, restore the base material, and replace the asphalt concrete matching existing thickness or as otherwise directed. Payment for this item will be per the square yard for residential or commuter street unit price.
8. Marshaling Yard shall comply with all procedures and requirements of MAG Standard Spec. 104.1.3 and 104.1.4.
9. At the end of the work phase, the Inspector and the Contractor shall determine the amount of waste aggregate and shall agree on the schedule and requirements for final clean up of the stockpile area.

**SLURRY SEAL TREATMENTS: LOCALS
TECHNICAL SPECIFICATIONS – LOT “C”**



STREET REPAIRS

IFB # 12PB018

GENERAL

1. Lot C is subject to all applicable provisions and specifications outlined in the General Description for all lots in addition to those specifications stated below.
2. The annual quantities listed herein are approximate only and are given for the sole purpose of the preparation of bids. The City anticipates the total area of coverage for the one-year period will be as follows:

Local type streets/24 locations:	500,000 square yards
Alleys/2 locations:	10,000 square yards
Parking lots/7 locations:	30,000 square yards

Actual quantities may vary according to field conditions.

3. Quantities of materials for this work will be paid for under the appropriate schedule at the applicable contract price per unit of measurement. When the contractor uses an unpaved surface for stockpiling aggregate, there will be an allowance for waste of 20 tons of aggregate per stockpile, to be invoiced at the contractor's delivered price. Payment will be made after completion and acceptance of each task phase and upon receipt of approved invoices.
4. At the beginning of each task phase, the Contract Administrator will establish the maximum "pounds per square yard" rate of application - i.e., 'Type Two slurry shall be applied at 18 pounds of aggregate per square yard' - establishing the maximum allowable invoice cost per square yard covered during the task phase.
5. The Contractor shall provide for each work phase, a minimum of three accurately operational slurry machines and must maintain enough sufficiently trained and experienced personnel to provide a production rate of at least 170 tons in place per day.
6. The contractor shall provide a Quality Assurance Quality Control representative to each task phase who will be responsible to prevent workmanship and material problems including but not limited to: emulsion leaking onto pavement, slurry material spilled onto concrete or other surfaces and to ensure 'same day' rolling of patches.
7. The QAQC representative will meet with the project coordinator weekly to perform a partial, or complete, 'walk-thru' of all slurry seal application for the previous four working days. If the weekly walk-thru identifies a punch list of workmanship or material quality issues, all new application of surface treatments will cease until that week's punch list is completed and accepted by the contract administrator.

MATERIALS

1. Slurry seal shall be installed according to and in compliance with MAG Section 332, latest revision, except where otherwise stated herein.

**SLURRY SEAL TREATMENTS: LOCALS
TECHNICAL SPECIFICATIONS – LOT “C”**



STREET REPAIRS

IFB # 12PB018

MATERIALS – CONT'D

2. Slurry seal materials shall be in accordance with MAG Section 715, except aggregate per square yard shall be a minimum of 15 pounds for Type 2 slurry, 21 pounds for Type 3, and approximately 30 pounds for Microseal.
3. Emulsified asphalt shall be CQSH or polymer modified CQSH as directed and shall comply with MAG Section 713.

EQUIPMENT

1. The slurry machine shall be equipped with mechanical and electronic counters to accurately measure and calibrate the delivery of aggregate to the pug mill. Each slurry machine shall also be equipped with a positive displacement pump and digital readout counter to accurately measure and display in pounds or gallons the quantity of asphalt emulsion delivered to the pug mill. Each slurry machine shall be equipped with a dual spray system. Sprayers shall be mounted at the front of the truck and at the slurry box. The rear sprayers shall be capable of independent control by the slurry box operator and not by the driver.
2. A steering device for the mechanical distributor is required. Spreading equipment must be cleaned each day and inspected prior to the day's work. The slurry box must be capable of spreading slurry at a width of 15 feet with each pass. The Contractor shall at all times protect traffic from the spreading equipment.
3. The Contractor shall provide one or more self-propelled 3-ton (minimum) steel wheel rollers equipped with an operating spray system. The entire slurried surface including patches shall be rolled a minimum of two passes once the slurry is cured sufficiently to prevent pick up by the wheels. While in operation, steel wheel rollers are to be equipped with a working beacon or strobe light. When left on a public street overnight, the roller shall be protected with lighted barricades.

PREPARATION AND CLEAN UP

1. Prior to sweeping the area to receive slurry, the Contractor will be required to remove all weeds, grass, or other debris from the pavement.
2. The Contractor shall protect all manhole covers, water valve lids, clean out lids, monuments, blue raised pavement markers, and concrete from the slurry. The Contractor shall immediately clean off any concrete or other structure unintentionally slurried. Sand blasting may be required to remove slurry or emulsion stains and/or spills.
3. Protection of the blue raised pavement markers (RPMs) is incidental to the work and is not to be considered as an optional bid item. Existing non-blue RPMs shall be removed from the pavement prior to resurfacing. RPM removal is an hourly pay item.

**SLURRY SEAL TREATMENTS: LOCALS
TECHNICAL SPECIFICATIONS – LOT “C”**



STREET REPAIRS

IFB # 12PB018

PREPARATION AND CLEAN UP – CONT'D

4. The Contractor shall, as determined by the Contract Administrator, provide layout and/or striping to replace traffic control markings obliterated or removed in the course of a resurfacing project. The Contractor will be responsible for the recording of existing location and design of all traffic control markings prior to obliteration in order to facilitate proper replacement of reflective striping, marking, and Symbols. The Contractor shall put in place a temporary centerline prior to opening the road to full use. In the case of more than two adjacent lanes in the same direction of travel, temporary pavement markers must be in place prior to full use by traffic. In all work, permanent pavement marking replacement is to be completed within 72 concurrent hours of the resurfacing project completion. Replacement of raised reflective markers that are assigned to be removed or permanently covered is not included in this work item.
5. Traffic paint shall meet ADOT Standard Specifications for Road and Bridge construction, Section 708, with glass spheres applied to all painted surfaces. Acceptable paint is Pervo rapid dry yellow, water based #4774-A and Pervo rapid dry white, water based #4773-A or approved alternate. All pavement markings placement shall conform to ADOT specifications, except where otherwise specified in the COS Supplements, latest edition. Measurement and payment will be per COS Supplement to MAG Sec. 402.2. 1.
6. Preparatory work for resurfacing may require sealing of cracks. The Contractor shall provide a hot-applied, rubberized or elastically modified asphalt sealant. Cracks shall be filled to no more than 1/8 inch below the existing pavement. Installation shall include traffic channelization, cleaning of existing cracks by vacuum and protection of the sealant from traffic until fully cured to prevent tracking. Payment for this item will be per square yard treated.
7. When preparatory work for the placement of slurry seal requires minor pavement removal and replacement, the Contractor shall cut and remove asphalt concrete pavement as indicated by the Contract Administrator, restore the base material, and replace the asphalt concrete matching existing thickness or as otherwise directed. Payment for this item will be per the square yard for residential or commuter street unit price.
8. Marshaling Yard shall comply with all procedures and requirements of MAG Standard Spec. 104.1.3 and 104.1.4.
9. At the end of the work phase, the Inspector and the Contractor shall determine the amount of waste aggregate and shall agree on the schedule and requirements for final clean up of the stockpile area.

**DRAINAGE CORRECTIONS AND SMALL REPAIRS
TECHNICAL SPECIFICATIONS – LOT “D”**



STREET REPAIRS

IFB # 12PB018

GENERAL

The purpose of Lot D is to provide for reconfiguration of paved areas with poor drainage, small quantity pavement repairs requiring mechanical placement and minor concrete repair and placement. Because traffic control costs are dissimilar between major street lane restrictions and local street setups, two line item bid sheets are provided: one for major street repair locations and another for local street assignments. Repair locations include but are not limited to streets, parking lots and alleys.

1. Lot D is subject to all applicable provisions and specifications outlined in the General Description for all lots in addition to those specifications stated below.
2. The annual quantities listed herein are approximate only and are given for the sole purpose of the preparation of bids. The City anticipates the total area of repairs and corrections to increase upon satisfaction of the requirements:

Commuter type streets/4 locations:	1,000 square yards pavement 1,000 square feet concrete
Local type street/alleys/4 locations:	6,000 square yards pavement 6,000 square feet concrete

Actual quantities may vary according to field conditions

3. Quantities of materials for this work will be paid for under the appropriate schedule at the applicable contract price per unit of measurement with no allowance for waste. Payment will be made after completion and acceptance of each task phase and upon receipt of approved invoices.
4. A daily tabulation of square footage treated will be agreed upon between the Contractor and the City Inspector.
5. When subgrade removal is required, the contractor must first call Blue Stake at 602-263-1100 for locating of utilities. The contractor shall determine the depth of all underground utilities within the work area before excavation is started.
6. The contractor, in the case of drainage corrections, shall determine existing elevations and required elevations needed to facilitate positive drainage. Survey to establish elevations shall be considered incidental to the work and is not a separate pay item.
7. Drainage corrections and repairs shall be accomplished under, but not limited to the specifications outlined in MAG sections 301 and 306, unless otherwise modified by the Contract Administrator.
8. Survey monuments that are disturbed in the course of the work will be reset by the contractor according to MAG Detail 120-1, latest revision. Re-installation of disturbed monuments is a bid item.

**DRAINAGE CORRECTIONS AND SMALL REPAIRS
TECHNICAL SPECIFICATIONS – LOT “D”**



STREET REPAIRS

IFB # 12PB018

GENERAL – CONT'D

9. Each drainage correction project upon acceptance will be subject to a warranty walk through within the first 12 months. Any standing water or failure of newly installed pavement will be removed and replaced to the satisfaction of the city at no additional cost to the city.

PREPARATION AND CLEAN UP

1. The contractor shall remove all loose debris and other materials not incorporated in the work from the site for proper disposal. All cleanup or restoration of private property will be the responsibility of the contractor. Restoration includes, but is not limited to, repair of underground and above ground utilities, sprinkler systems, lighting systems, etc. Restoration/repairs of damaged property shall be complete and accepted by the Contract Administrator or his designee to constitute task phase completion and acceptance of the work for payment.
2. Marshaling Yard shall comply with all procedures and requirements of MAG Standard Spec. 104.1.3 and 104.1.4.

SUBMITTAL CHECKLIST



STREET REPAIRS

IFB # 12PB018

To constitute a valid responsive bid by the Bidder to this solicitation, the Bidder's submittal **MUST** include a **MINIMUM** of the following items:

- Offer/Acceptance Document** - Complete offer portion of the document.

- Bid Form(s)** – Fully completed Solicitation **Bid Form(s)** including Summary Bid Form Sheet if applicable.

- Reference List** –Fully completed Reference List.

- Subcontractor's List** – Fully completed Subcontractor's List.

- General Disclosure Form** – Fully completed General Disclosure Form.

- Litigation Disclosure Form** - Fully completed Litigation Disclosure Form.

- Bid Copies** – Identify and submit one (1) unbound original and one (1) copy of the Bidder's response (Bid copy can be bound if the Bidder so desires).



OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 - Fax: 480-312-5701

SOLICITATION # 12PB018 SOLICITATION TITLE: STREET REPAIRS

OFFER

TO THE CITY OF SCOTTSDALE:

The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the Solicitation listed above, as well as all written exceptions that are subject to the approval of the City prior to acceptance.

The offeror's signature on this OFFER form certifies that he has read, understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non Collusion, Business Dealings with Sudan and the Immigration Compliance and Federal and Arizona State Immigration Laws and requirements of the solicitation.

OFFER MADE - COMPANY INFORMATION FOR CLARIFICATION OF THIS OFFER, CONTACT:
Company Name Nesbitt Contracting Co., Inc
Address 100 S. Price Rd
City Tempe State AZ Zip 85281
Signature for Offeror John Nesbitt, V.P. President
Printed Name and Title of Authorized Signatory John Nesbitt, V.P. President
Federal Employer Tax ID # or SSN as per W9 Statement 86-0174401

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD (for City of Scottsdale Use Only)

The contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the Solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as Contract # 12PB018 Awarded lots A & D

The contract consists of the following documents: 1) Solicitation # 12PB018 and all addendums (if applicable) as issued by the City; 2) The Contractor's Response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements; 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment, dated

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order: [X] Payment Bond [X] Performance Bond, [X] Insurance Certificate(s), [X] I.R.S. Form W-9/Taxpayer ID No. & Certification, [] other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on 14th day of April, 2011 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation
Offer Accepted and Awarded this 22nd day of November, 2011

Reviewed as to form this 22nd day of NOVEMBER, 2011
As City of Scottsdale Buyer/Bid & Contract Specialist and not personally
Staff Initials: EM

Suzanne M. Hecker for
Pauline Hecker
As Risk Management Director and not personally (if applicable)

Reviewed as to form this 8 day of DEC, 2011
As Contract Administrator and not personally
Contract Administrator Initials:

Raguel McClendon for
Bill Yazel
As City of Scottsdale Purchasing Director and not personally

BID FORM



STREET REPAIRS

IFB # 12PB018

**BID LOT "A"
HOT MIX ASPHALT OVERLAYS AND NEW PLACEMENT**

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
12.5mm E.V.A.C. Hot Mix Asphalt Arterial or Residential design			
Up to 250 tons	150 tons	\$ 80.00	\$ 12000.00
251 to 400 tons	300 tons	\$ 77.00	\$ 23100.00
401 to 800 tons	600 tons	\$ 75.00	\$ 45000.00
Over 800 tons	1,200 tons	\$ 72.00	\$ 86400.00
19mm E.V.A.C. Hot Mix Asphalt Arterial or Residential design			
Up to 250 tons	150 tons	\$ 80.00	\$ 12000.00
251 to 400 tons	300 tons	\$ 77.00	\$ 23100.00
401 to 800 tons	600 tons	\$ 75.00	\$ 45000.00
Over 800 tons	1,200 tons	\$ 72.00	\$ 86400.00
City of Phoenix D-1/2 Rubberized Asphalt Concrete			
401 to 600 tons	500 tons	\$ 98.00	\$ 49000.00
601 to 1000 tons	800 tons	\$ 98.00	\$ 78400.00
1001 to 2000 tons	1800 tons	\$ 98.00	\$ 176400.00
Over 2000 tons	2,300 tons	\$ 98.00	\$ 225400.00
Remove and Replace Asphalt Concrete and Aggregate Base Course (per ton of AC)			
Up to 10 tons	10 tons	\$ 100.00	\$ 1000.00
11 to 30 tons	25 tons	\$ 100.00	\$ 2500.00
31 to 50 tons	50 tons	\$ 100.00	\$ 5000.00
Over 50 tons	75 tons	\$ 100.00	\$ 7500.00
Remove and Replace Asphalt Concrete Only			
Up to 10 tons	10 tons	\$ 80.00	\$ 800.00
11 to 30 tons	25 tons	\$ 80.00	\$ 2000.00
31 to 50 tons	50 tons	\$ 80.00	\$ 4000.00
Over 50 tons	75 tons	\$ 80.00	\$ 6000.00

COMPANY NAME: Nesbitt Contracting Co., Inc

BID FORM (REVISED)



STREET REPAIRS

IFB # 12PB018

**BID LOT "A" – CONT'D
HOT MIX ASPHALT OVERLAYS AND NEW PLACEMENT**

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
Square Yard Milling – Extraordinary Precision Profiling by Special Request up to 2" depth			
Up to 3000 SY	2,000 SY	\$ 1.00	\$ 2000.00
3001 to 10,000 SY	9,000 SY	\$ 1.00	\$ 9000.00
Over 10,000 SY	23,000 SY	\$ 1.00	\$ 23,000.00
Milling (unit price per square yard) for up to 2" depth			
Up to 3000 SY	2,000 SY	\$ 1.00	\$ 2000.00
3001 to 10,000 SY	9,000 SY	\$ 1.00	\$ 9000.00
Over 10,000 SY	35,000 SY	\$.90	\$ 31,500.00
Milling (unit price per square yard) for 2.1" - 4" depth			
Up to 3000 SY	2,000 SY	\$ 1.00	\$ 2000.00
3001 to 10,000 SY	9,000 SY	\$ 1.00	\$ 9000.00
Over 10,000 SY	35,000 SY	\$ 1.00	\$ 35,000.00

COMPANY NAME: Nesbitt Contracting Co., Inc

BID FORM (REVISED)



STREET REPAIRS

IFB # 12PB018

**BID LOT "A" – CONT'D
HOT MIX ASPHALT OVERLAYS AND NEW PLACEMENT**

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
Milling (unit price per square yard) for 4.1" – 6" depth			
Up to 3000 SY	2,000 SY	\$ 1.25	\$ 2,500.00
3001 to 10,000 SY	9,000 SY	\$ 1.25	\$ 11,250.00
Over 10,000 SY	23,000 SY	\$ 1.25	\$ 28,750.00
Edge Milling (unit price per lineal foot) for 2" depth			
Up to 7,000 LF	7,000 LF	\$.80	\$ 5,600.00
Over 7,000 LF	25,500 LF	\$.80	\$ 20,400.00
Edge Milling (unit price per lineal foot) for 2.1 – 4" depth			
Up to 7,000 LF	7,000 LF	\$ 1.00	\$ 7,000.00
Over 7,000 LF	25,500 LF	\$ 1.00	\$ 25,500.00
Edge Milling (unit price per lineal foot) for 4.1" – 6" depth			
Up to 7,000 LF	7,000 LF	\$ 1.35	\$ 9,450.00
Over 7,000 LF	10,500 LF	\$ 1.35	\$ 14,175.00
Crack Seal Treatment			
Under 2000 SY	1,000 SY	\$ 1.00	\$ 1,000.00
Over 2000 SY	3,000 SY	\$ 1.00	\$ 3,000.00
Pavement Markings			
Place temporary adhesive markers	300 EA	\$ 2.00	\$ 600.00
4" white paint Stripe	4,000 LF	\$.35	\$ 1,400.00
4" yellow paint Stripe	1,300 LF	\$.35	\$ 455.00
Place symbols	10 EA	\$ 30.00	\$ 300.00
Record and Layout street markings (based on project centerline length)			
Less than 0.5 mile	.5 Mile	\$ 700.00	\$ 350.00
0.5 to 1.0 mile	1.0 Mile	\$ 700.00	\$ 700.00
Over 1.0 mile	1.5 Mile	\$ 700.00	\$ 1,050.00
Symbols	10 EA	\$ 15.00	\$ 150.00

BID FORM



STREET REPAIRS

IFB # 12PB018

**BID LOT "A" – CONT'D
HOT MIX ASPHALT OVERLAYS AND NEW PLACEMENT**

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
Miscellaneous			
Replace frame and cover set, new manholes	30 EA	\$ 350.00	\$ 10,500.00
Replace box and lid set, new valve boxes	30 EA	\$ 80.00	\$ 2,400.00
Install box and lid, new "A" monument hand hole	30EA	\$ 200.00	\$ 6,000.00
Adjust to grade – Manhole	60 EA	\$ 315.00	\$ 18,900.00 ⁵⁰ \$ 9,450.00
Adjust to grade – Valve Boxes	50 EA	\$ 285.00	\$ 14,250.00 ³⁰ \$ 8,550.00
Install manhole adjustment ring	30 EA	\$ 60.00	\$ 1,800.00
Install valve box adjustment ring	30 EA	\$ 60.00	\$ 1,800.00
Expose existing monument maker	50 EA	\$ 25.00	\$ 1,250.00
Reinstall monument maker per MAG 120-1	20 EA	\$ 100.00	\$ 2,000.00
Headwall repair: per sq ft, 16 sf min.	160 SF	\$ 5.00	\$ 800.00
Guard rail repair: per lineal foot, 25 ft min	200 LF	\$ 15.00	\$ 3,000.00
Guard rail post replacement	12 EA	\$ 40.00	\$ 480.00
Handrail repair with paint: 8 lf min	48 LF	\$ 35.00	\$ 1,680.00
Catch Basin Grate Replacement Per sf	8 SF	\$ 80.00	\$ 640.00
Equipment Rental (hourly rate with operator)			
Model 12 Motor Grader	8 HR	\$ 95.00	\$ 760.00
4000 gallon Water truck	8 HR	\$ 50.00	\$ 400.00
9 – 11 ton Vibratory Steel Roller	8 HR	\$ 80.00	\$ 640.00
¼ yd Backhoe	8 HR	\$ 60.00	\$ 480.00
2.5 to 3 yd Front end loader	8 HR	\$ 100.00	\$ 800.00
Road reclaimer or equiv	8 HR	\$ 250.00	\$ 2,000.00
613 self loading Scraper or equiv	8 HR	\$ 85.00	\$ 680.00
Pneumatic Roller	8 HR	\$ 60.00	\$ 480.00
TOTAL BID LOT "A"			\$
Multiplier for all Lot "A" unit prices to be applied for scheduled night work. 15 %			

COMPANY NAME: Nesbitt Contracting Co., Inc

BID FORM



STREET REPAIRS

IFB # 12PB018

**BID LOT "B"
SLURRY SEAL TREATMENT: MAJORS**

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
CQSH Emulsion	630 tons	\$	\$ no bid
PMCQSH Emulsion	630 tons	\$	\$ no bid
Type II Aggregate (including mineral filler)	9,000 tons	\$	\$ no bid
Type II line obliteration (under 5000 LF)	4,000 LF	\$	\$ no bid
Type II line obliteration (over 5000 LF)	6,000 LF	\$	\$ no bid
ADDITIONAL OPTIONS			
Microsurfacing Type II	150,000 SY	\$	\$ no bid
Microsurfacing Type III	150,000 SY	\$	\$ no bid
Reflective Pavement Marker Removal	3 HR	\$	\$ no bid
Reclimate Asphalt Rejuvenator (or approved equal)	75,000SY	\$	\$ no bid
Crack Seal Treatment			
Under 2000 SY	1,000 SY	\$	\$ no bid
Over 2000 SY	3,000 SY	\$	\$ no bid
Pavement Removal and Replacement			
Up to 5" asphalt concrete depth	40 SY	\$	\$ no bid
Each additional asphalt concrete inch	40 SY	\$	\$ no bid
Pavement Markings			
Place temporary adhesive markers	300 EA	\$	\$ no bid
4" white paint Stripe	4,000 LF	\$	\$ no bid
4" yellow paint Stripe	1,300 LF	\$	\$ no bid
Place symbols	10 EA	\$	\$ no bid
Record and layout street markings (based on project centerline length)			
Less than 0.5 mile	.5 MILE	\$	\$ no bid
0.5 to 1.0 mile	1.0 MILE	\$	\$ no bid
Over 1.0 mile	1.5 MILE	\$	\$ no bid
Symbols	10 EA	\$	\$ no bid
TOTAL BID LOT "B"			\$ no bid

Multiplier for all Lot "B" unit prices to be applied for scheduled night work. _____ %

COMPANY NAME: Nesbitt Contracting Co., Inc

BID FORM



STREET REPAIRS

IFB # 12PB018

**BID LOT "C"
SLURRY SEAL TREATMENT: LOCALS**

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
CQSH Emulsion	630 tons	\$	\$ <i>no bid</i>
PMCQSH Emulsion	630 tons	\$	\$ <i>no bid</i>
Type II Aggregate (including mineral filler)	9,000 tons	\$	\$ <i>no bid</i>
Type II line obliteration (under 5000 LF)	4,000 LF	\$	\$ <i>no bid</i>
Type II line obliteration (over 5000 LF)	6,000 LF	\$	\$ <i>no bid</i>
Type II Slurry Seal complete: Alleys	26,000 SY	\$	\$ <i>no bid</i>
ADDITIONAL OPTIONS			
Reflective Pavement Marker Removal	3 HR	\$	\$ <i>no bid</i>
Reclimate Asphalt Rejuvenator (or approved equal)	75,000SY	\$	\$ <i>no bid</i>
Crack Seal Treatment			
Under 2000 SY	1,000 SY	\$	\$ <i>no bid</i>
Over 2000 SY	3,000 SY	\$	\$ <i>no bid</i>
Pavement Removal and Replacement			
Up to 5" asphalt concrete depth	40 SY	\$	\$ <i>no bid</i>
Each additional asphalt concrete inch	40 SY	\$	\$ <i>no bid</i>
Pavement Markings			
Place temporary adhesive markers	300 EA	\$	\$ <i>no bid</i>
4" white paint Stripe	4,000 LF	\$	\$ <i>no bid</i>
4" yellow paint Stripe	1,300 LF	\$	\$ <i>no bid</i>
Place symbols	10 EA	\$	\$ <i>no bid</i>
Record and layout street markings (based on project centerline length)			
Less than 0.5 mile	.5 MILE	\$	\$ <i>no bid</i>
0.5 to 1.0 mile	1.0 MILE	\$	\$ <i>no bid</i>
Over 1.0 mile	1.5 MILE	\$	\$ <i>no bid</i>
Symbols	10 EA	\$	\$ <i>no bid</i>
TOTAL BID LOT "C"			\$ <i>no bid</i>
Multiplier for all Lot "C" unit prices to be applied for scheduled night work.			%

COMPANY NAME: Nesbitt Contracting Co., Inc

BID FORM (REVISED)



STREET REPAIRS

IFB # 12PB018

**BID LOT "D"
DRAINAGE CORRECTIONS AND SMALL REPAIRS: MAJOR STREETS**

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
Pavement Removal up to 80 SF (SQUARE FEET)			
Saw cut and Remove AC Pavement	100 SF	\$ 1.50	\$ 150.00
Mechanical Profiling of AC Pavement	100 SF	\$ 2.00	\$ 200.00
Subgrade Preparation	100 SF	\$ 1.00	\$ 100.00
Pavement Placement up to 80 SF			
EVAC 12.5 mm AC @ up to 3 inch depth	100 SF	\$ 4.50	\$ 450.00
EVAC 19 mm AC @ 3 inch depth	100 SF	\$ 4.50	\$ 450.00
EVAC 25 mm AC @ 3 inch depth	100 SF	\$ 4.50	\$ 450.00
Pavement Removal greater than 80 SF			
Saw Cut and Remove AC pavement	280 SF	\$ 1.50	\$ 420.00
Mill and Remove AC pavement	280 SF	\$ 2.00	\$ 560.00
Subgrade Preparation	280 SF	\$ 2.00	\$ 560.00
Pavement Placement greater than 80 SF			
EVAC 12.5 mm AC @ up to 3 inch depth	280 SF	\$ 4.00	\$ 1120.00
EVAC 19 mm AC @ 3" depth	280 SF	\$ 4.00	\$ 1120.00
EVAC 25 mm AC @ 3" depth	280 SF	\$ 4.00	\$ 1120.00
Adjustments			
Adjust to grade - manholes	3 EA	\$ 250.00	\$ 750.00
Adjust to grade - valve boxes	3 EA	\$ 300.00	\$ 900.00
Replace box and lid set, new - valve boxes	3 EA	\$ 100.00	\$ 300.00
Re-install monument marker per MAG 120-1	3 EA	\$ 100.00	\$ 300.00

COMPANY NAME: Nesbitt Contracting Co., Inc

BID FORM (REVISED)



STREET REPAIRS

IFB # 12PB018

**BID LOT "D" - CONT'D
DRAINAGE CORRECTIONS AND SMALL REPAIRS: LOCAL STREETS**

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
Concrete Repair and Placement			
Install COS Detail 2228 cut off wall	120 LF	\$ 15.00	\$ 1800.00
Remove and Replace Curb and Gutter	600 LF	\$ 20.00	\$ 12000.00
Remove and Replace Sidewalk	2,400 SF	\$ 5.50	\$ 13200.00
Remove misc. curb and or gutter	600 LF	\$ 3.00	\$ 1800.00
Remove misc. slab concrete up to 5" thick	480 SF	\$ 1.25	\$ 600.00
Remove misc. slab concrete 5" to 10" thick	480 SF	\$ 1.50	\$ 720.00
Remove and Replace Driveway @8" thick	2,400 SF	\$ 7.50	\$ 18000.00
Install COS Detail 2240 Valley Gutter	480 SF	\$ 8.25	\$ 3960.00
Remove and Replace ADA Ramp COS Standard Detail 2233 @ 8" thick	1,000 SF	\$ 8.25	\$ 8250.00
Pavement Removal up to 80 SF (SQUARE FEET)			
Saw cut and Remove AC Pavement	80 SF	\$ 1.50	\$ 120.00
Mechanical Profiling of AC Pavement	80 SF	\$ 2.00	\$ 160.00
Subgrade Preparation	80 SF	\$ 1.00	\$ 80.00
Pavement Placement up to 80 SF			
EVAC 12.5 mm AC @ up to 3 inch depth	80 SF	\$ 4.50	\$ 360.00
EVAC 19 mm AC @ 3 inch depth	80 SF	\$ 4.50	\$ 360.00
EVAC 25 mm AC @ 3 inch depth	80 SF	\$ 4.50	\$ 360.00
Pavement Removal greater than 80 SF			
Saw Cut and Remove AC pavement	280 SF	\$ 1.50	\$ 420.00
Mill and Remove AC pavement	280 SF	\$ 2.00	\$ 560.00
Subgrade Preparation	280 SF	\$ 2.00	\$ 560.00

COMPANY NAME: Nesbitt Contracting Co., Inc

BID FORM



STREET REPAIRS

IFB # 12PB018

**BID LOT "D" – CONT'D
DRAINAGE CORRECTIONS AND SMALL REPAIRS: LOCAL STREETS**

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
Pavement Placement greater than 80 SF			
EVAC 12.5 mm AC @ up to 3 inch depth	280 SF	\$ 4.00	\$ 1120.00
EVAC 19 mm AC @ 3" depth	280 SF	\$ 4.00	\$ 1120.00
EVAC 25 mm AC @ 3" depth	280 SF	\$ 4.00	\$ 1120.00
Adjustments			
Adjust to grade - manholes	3 EA	\$ 250.00	\$ 750.00
Adjust to grade – valve boxes	3 EA	\$ 300.00	\$ 900.00
Replace box and lid set, new – valve boxes	3 EA	\$ 100.00	\$ 300.00
Re-install monument marker per MAG 120-1	3 EA	\$ 100.00	\$ 300.00
Concrete Repair and Placement			
Install COS Detail 2228 cut off wall	120 LF	\$ 15.00	\$ 1800.00
Remove and Replace Curb and Gutter	600 LF	\$ 20.00	\$ 12,000.00
Remove and Replace Sidewalk	2,400 SF	\$ 5.50	\$ 13,200.00
Remove misc. curb and or gutter	600 LF	\$ 3.00	\$ 1800.00
Remove misc. slab concrete up to 5" thick	480 SF	\$ 1.25	\$ 600.00
Remove misc. slab concrete 5" to 10" thick	480 SF	\$ 1.50	\$ 720.00
Remove and Replace Driveway @8" thick	2,400 SF	\$ 7.50	\$ 18,000.00
Install COS Detail 2240 Valley Gutter	480 SF	\$ 8.25	\$ 3960.00
Remove and Replace ADA Ramp COS Standard Detail 2233 @ 8" thick	1,000 SF	\$ 8.25	\$ 8250.00
TOTAL BID COST – LOT "D"			\$
Multiplier for all Lot "D" unit prices to be applied for scheduled night work. 15. %			

COMPANY NAME: Nesbitt Contracting Co., Inc

BID FORM



STREET REPAIRS

IFB # 12PB018

****TAXES**

1. The Contractor shall be responsible for payment of all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount. Do not include any use, or federal excise tax in your bid. The city is exempt from the payment of federal excise tax and will add use tax as applicable.

ADDENDA

The bidder hereby acknowledges receipt of and agrees his bid is based on the following Addenda.

ADDENDUM # 1 DATED 11/2/11 ADDENDUM # DATED

ADDENDUM # DATED ADDENDUM # DATED

NO BID: If no bid please state reason:

COMPANY NAME: Nesbitt Contracting Co., Inc

REFERENCES



STREET REPAIRS

IFB # 12PB018

List minimum of **three (3)** Arizona customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Invitation for Bid, during the past **three** years. Include the length of any contracts listed. Bidders may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of bidders under consideration for final award. This information may or may not be a determining factor in award of this Solicitation.

Company Name: City of Phoenix

Company Address: 1034 E. Madison St

City/State/Zip: Phoenix, AZ 85034

Contact Person: Paul Drivers Telephone #: 602-495-3670

Email: Paul.driver@phoenix.gov Date of Service: 3/3/2010- 2/3/11

Type of Service Provided: Major and Collectors Street Overlay (South & Central Area)

Company Name: Arizona Department of Transportation

Company Address: 2140 W. Hilton Ave, MD PM00

City/State/Zip: Phoenix, AZ 85009

Contact Person: Craig Cornwell Telephone #: 602-319-5041

Email: ccornwell@azdot.gov Date of Service: Dec 2006 to present

Type of Service Provided: Concrete Repairs

Company Name: Maricopa County Department of Transportation

Company Address: 2919 W. Durango St

City/State/Zip: Phoenix, AZ 85009

Contact Person: Leon Adain Telephone #: 602-506-4684

Email: leonadair@mail.maricopa.gov Date of Service: Sept 2008 to Present

Type of Service Provided: Asphalt Paving

YOUR COMPANY NAME: Nesbitt Contracting Co., Inc

SUBCONTRACTOR'S LIST



STREET REPAIRS

IFB # 12PB018

COMPANY NAME: Nesbitt Contracting Co Inc

If any bidder intends to subcontract any portion of this contract, the bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subcontractors).

NAME: Highway Technologies **LICENSE:** ROC 163703 AE

ADDRESS: 1888 E Broadway Rd. Tempe AZ 85282

CONTACT PERSON/TELEPHONE#: Kevin Woodenberg 602-397-2307

EMAIL ADDRESS: Kwoodenberg@hwy-tech.com

EXTENT OF WORK: traffic control

NAME: Specialty Companies Group LLC **LICENSE:** ROC 193227

ADDRESS: 22223 N. 16th St. Phoenix AZ 85024

CONTACT PERSON/TELEPHONE#: Gary Waugh 623-582-2385

EMAIL ADDRESS: gwaugh.scota@aol.com

EXTENT OF WORK: Adjustments

NAME: _____ **LICENSE:** _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ **LICENSE:** _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

BIDDER GENERAL DISCLOSURE FORM



STREET REPAIRS

IFB # 12PB018

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES

NO

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES

NO

If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES

NO

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

John Nesbitt
Signature

Vice President
Title

John Nesbitt
Printed Name

11/03/11
Date

COMPANY NAME: Nesbitt Contracting Co., Inc

BIDDER LITIGATION DISCLOSURE FORM



STREET REPAIRS

IFB # 12PB018

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES

NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

John Nesbitt

Signature

Vice President

Title

John Nesbitt

Printed Name

11/03/11

Date

COMPANY NAME: Nesbitt Contracting Co., Inc

BIDDER QUESTIONNAIRE



STREET REPAIRS

IFB # 12PB018

COMPANY INFORMATION:

Company Local Office Physical Address Nesbitt Contracting Co., Inc

Office daytime phone number (480) 423-7600

Office fax number (480) 423-7680

Telephone ordering phone number(s)

Company email address russg@nesbitts.com

Company Operating Hours (Monday - Friday) 7:30am - 4:30 pm

Company Hours (Saturday) Close

Name of Main Contact (assigned to this contract) Joe Chaves

Office phone number of Main Contract (480) 423-7642

Cellular phone number of Main Contact (602) 339-5376

Email of Main Contact joechavez@nesbitts.com

Name of Company Manager Ruben Trujillo

Office phone number of Company Manager (480) 423-7626

Email of Company Manager rubent@nesbitts.com

After Hour/Emergency phone number(s) Serjio Marion (602) 339-1968

Joe Chavez (602) 339-5376

Signature John Nesbitt

Printed Name: John Nesbitt

Title Vice President

Company Nesbitt Contracting Co., Inc



INVITATION FOR BID #12PB018

STREET REPAIRS

ADDENDUM #1

NOVEMBER 2, 2011

The Invitation for Bid (12PB018) is amended by the addition of the following provisions. If any provision in this Addendum conflicts with any existing provisions in the IFB, the Provisions of this addendum control. All other provisions in this Addendum remain effective as previously published.

CHANGE BID DUE DATE:

FROM: 2:30 P.M., LOCAL TIME, NOVEMBER 3, 2011

TO: 2:30 P.M., LOCAL TIME, NOVEMBER 7, 2011

CHANGE AND REPLACE: Bid Forms pages 53, 54, 58, 59 and 60 have been revised to clarify requirements and shall replace the existing same pages of the solicitation. All other pages remain unchanged and must be submitted with your bid.

CLARIFICATION: Attached Revised page 59, "Local Street" line items begin with "Pavement Removal up to 80 SF" (about the middle of the page). The first set of bid items on that page are a continuation of Major Streets page 58.

VENDOR QUESTIONS & RESPONSE:

QUESTION: In Lot A, page 39, #2 of generals it is mentioned coverage of Commuter type streets/15 locations and Local type streets/2 Locations. Where/what are the specific Locations?

RESPONSE – The number of locations are a typical average quantity for the types of streets (commuter vs. local) and locations vary from year to year. There are no specific locations associated with those quantities currently.

QUESTION: Page 39, Generals, #3 "no allowance for waste". Are you saying any tonnage over theoretical the contractor will not be paid for?

RESPONSE – Correct. The contractor is expected to estimate quantities as closely as possible to eliminate excess overages in materials.

QUESTION: Can you be more specific as to what mixes are going to what locations for the 12/5, 19, and 1/2" rubber?

RESPONSE – All mixes will be either conventional asphalt concrete or asphalt rubber on the EVAC list of approved mixes. Asphalt rubber is typically used on commuter/arterial streets, while conventional mixes are typically used in residential areas and neighborhoods.

QUESTION: Under the R&R asphaltic concrete, page 52, Bid lot A. What type of asphalt is to be bid under the item "Remove & Replace Asphalt Concrete Only"?

RESPONSE – This typically will be conventional AC, but the contractor may be required to replace existing AC with like material (as in, replace removed rubber with rubber)

QUESTION: Explain the 4 categories of each mix (12/5, 19 and 1/2" rubber). Are the different tonnages broken due to the area in question, a day's production, etc. In other words taking one of the mixes as an example the 19mm. Why is the bid broken out as up to 250 tons, 251-400 tons, 401-800 tons and over 800 tons?

RESPONSE – Tonnages are broken out based on volume of material used for volume pricing. Greater quantities used should reflect lower pricing per ton.

All other Terms and Conditions remain the same. Acknowledge this addendum in your bid/proposal.

Raquel McMahon
Bid & Contract Specialist
Email: rmcmahon@scottsdaleaz.gov



Purchasing
9191 E. San Salvador Dr.
Scottsdale, AZ 85258

December 10, 2012

Nesbitt Contracting Company, Inc.
Attention: Mr. Russell R. Grgich
100 South Price Road
Tempe, AZ 85258

Re: Contract: 12PB018
Street Repairs – Lots A & D

Dear Mr. Grgich:

Pursuant to your letter dated October 19, 2012 and the contract terms and conditions, the City of Scottsdale hereby extends Contract 12PB018 for Street Repairs for a period of one year. All terms, conditions and pricing shall remain the same except for the pricing changes for Lots A & D identified on the attached documents:

Contract terms and conditions require current certificates of insurance for Commercial General Liability, Vehicle Liability and Workers Compensation are on file with the City of Scottsdale. **The certificate(s) provided shall list the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, and include a waiver of subrogation against the City of Scottsdale.** Per contract terms and conditions the following **MINIMUM** amounts of coverage are required:

Commercial General Liability:	\$1,000,000 each occurrence \$2,000,000 Products-Completed Operations Aggregate \$2,000,000 General Aggregate Current certificate on file <u>valid through 02-01-13</u>
Vehicle Liability Insurance:	\$1,000,000 each accident Current certificate on file <u>valid through 02-01-13</u>
Workers Compensation and Employer's Liability Insurance:	\$100,000 each accident \$100,000 Disease each employee \$500,000 Disease policy limit Current certificate on file <u>valid through 02/01/13</u>

Please email, fax or mail to my attention a current ACORD Certificate of Liability Insurance that covers all of the insurance requirements that are indicated above as being **EXPIRED OR MISSING**. Please make sure that the certificate(s) supplied lists the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, include a waiver of subrogation against the City of Scottsdale, and a reference to the Contract Number (12PB018). Copies of the insurance certificates should also be sent to the Contract Administrator.

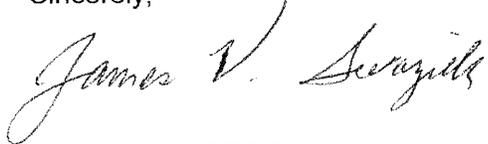
Failure to supply and keep current the required insurance certificates may render this extension void.

When necessary, updated insurance certificates can be emailed, faxed or mailed to my attention using the contact information listed below and copies should be sent to the Contract Administrator.

The new term of the extension shall be from November 23, 2012 through November 22, 2013. All provisions of the contract shall remain in effect during the new contract period.

If you have any questions, please contact me. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "James V. Swaziek".

Jim Swaziek, CPPO
Bid & Contract Specialist
City of Scottsdale
9191 East San Salvador Drive
Scottsdale, AZ 85258
Phone: 480-312-5719
Fax: 480-312-9159
jswaziek@scottsdaleaz.gov

cc: Jeremy Dye
Contract Administrator

12PB018- Lot A

Scottsdale Street Repairs

Bid Description	Units	2013
		Unit Price
12.5 mm up to 250 ton	TON	\$ 85.00
12.5 mm 251 to 400 ton	TON	\$ 82.00
12.5 mm 401 to 800 ton	TON	\$ 80.00
12.5 mm over 800 tons	TON	\$ 77.00
19 mm up to 250 ton	TON	\$ 85.00
19 mm 251 to 400 ton	TON	\$ 82.00
19 mm 401 to 800 ton	TON	\$ 80.00
19 mm over 800 tons	TON	\$ 77.00
COP D-1/2 ARAC 401 to 600 tons	TON	\$ 101.00
COP D-1/2 ARAC 601 to 1000 tons	TON	\$ 101.00
COP D-1/2 ARAC 1001 to 2000 tons	TON	\$ 100.00
COP D-1/2 ARAC over 2000 tons	TON	\$ 100.00
R&R AC and ABC up to 10 tons(ac)	TON	\$ 105.00
R&R AC and ABC 11 to 30 tons(ac)	TON	\$ 105.00
R&R AC and ABC 31 to 50 tons(ac)	TON	\$ 105.00
R&R AC and ABC over 50 tons(ac)	TON	\$ 105.00
R & R AC only up to 10 tons	TON	\$ 85.00
R & R AC only 11 to 30 tons	TON	\$ 85.00
R & R AC only 31 to 50 tons	TON	\$ 85.00
R & R AC only, over 50 tons	TON	\$ 85.00
Extraordinary Precision Profiling up to 3000 sy	SY	\$ 1.65
Extraordinary Precision Profiling 3001 to 10000 sy	SY	\$ 1.65
Extraordinary Precision Profiling over 10000 sy	SY	\$ 1.65
Milling 0-2", up to 3000 sy	SY	\$ 1.65
Milling 0-2", 3001 to 10000 sy	SY	\$ 1.55
Milling 0-2", over 10000 sy	SY	\$ 1.55
Milling 2.1-4", up to 3000 sy	SY	\$ 1.50
Milling 2.1-4", 3001 to 10000 sy	SY	\$ 1.50
Milling 2.1-4", over 10000 sy	SY	\$ 1.50
Milling 4.1-6", up to 3000 sy	SY	\$ 1.60
Milling 4.1-6", 3001 to 10000 sy	SY	\$ 1.60
Milling 4.1-6", over 10000 sy	SY	\$ 1.60
6' Edge Milling (2") up to 7000 lf	LF	\$ 1.20
6' Edge Milling (2") over 7000 lf	LF	\$ 1.20
6' Edge Milling (2-4") up to 7000 lf	LF	\$ 1.45
6' Edge Milling (2-4") over 7000 lf	LF	\$ 1.45
6' Edge Milling (4-6") up to 7000 lf	LF	\$ 1.65
6' Edge Milling (4-6") over 7000 lf	LF	\$ 1.65
Crack Seal Treatment under 2000 sy	SY	\$ 1.00
Crack Seal Treatment over 2000 sy	SY	\$ 1.00
Place Temp adhesive markers	EA	\$ 2.00
4" White Paint Stripe	LF	\$ 0.35

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Lot A

Bid Description	Units	2013 Unit Price
4" yellow Paint Stripe	LF	\$ 0.35
Place Symbols	EA	\$ 30.00
Striping Survey - less than .5 mile	MILE	\$ 700.00
Striping Survey - .5 to 1.0 mile	MILE	\$ 700.00
Striping Survey - over 1.0 mile	MILE	\$ 700.00
Layout for symbols	EA	\$ 15.00
Replace frame & cover, manholes	EA	\$ 350.00
Replace frame & cover, water valves	EA	\$ 115.00
Install Box & Lid, new Type A monument	EA	\$ 200.00
Adjust manhole to grade	EA	\$ 365.00
Adjust Valve Box to grade	EA	\$ 325.00
Install Manhole Adjustment Ring	EA	\$ 60.00
Install valve box adjusting ring	EA	\$ 95.00
Expose existing monument marker	EA	\$ 25.00
Reinstall Monument Marker per MAG 120-1	EA	\$ 100.00
Headwall Repair, 16 sf min.	SF	\$ 5.00
Guard Rail repair, 25 lf min.	LF	\$ 15.00
Guard Rail post replacement	EA	\$ 40.00
Handrail repair with paint, 8 lf min.	LF	\$ 35.00
Catch basin Grate Replacement	SF	\$ 80.00
12 G Blade Rental	HR	\$ 100.00
Water Truck Rental (4000 gal)	HR	\$ 55.00
9-11 ton Vibratory Roller	HR	\$ 85.00
1/4 yd Backhoe	HR	\$ 65.00
2-1/2 to 3 yd loader	HR	\$ 105.00
Road Reclaimer or equiv.	HR	\$ 275.00
613 Scraper	HR	\$ 90.00
Pneumatic Roller	HR	\$ 65.00

12PB018

Scottsdale Street Repairs Lot D

Lot "D" : Majors

Bid Description	Units	2013 Unit Price
Removals Up to 80 SF		
Sawcut & Remove AC	SF	\$ 4.00
Mechanical Profiling of AC	SF	\$ 2.00
Subgrade Prep.	SF	\$ 1.00
Pavement Placement up to 80 SF		
EVAC 12.5 mm up to 3"	SF	\$ 5.00
EVAC 19mm up to 3"	SF	\$ 5.00
EVAC 25mm up to 3"	SF	\$ 5.00
Removals Greater Than 80 SF		
Sawcut & Remove AC	SF	\$ 2.50
Mechanical Profiling of AC	SF	\$ 2.00
Subgrade Prep.	SF	\$ 2.50
Pavement Placement Greater Than 80 SF		
EVAC 12.5 mm up to 3"	SF	\$ 4.50
EVAC 19mm up to 3"	SF	\$ 4.50
EVAC 25mm up to 3"	SF	\$ 4.50
Adjustments		
Adj Manhole to grade	EA	\$ 375.00
Adj valve box to grade	EA	\$ 340.00
Replace Box & Cover, valve box	EA	\$ 100.00
Re-install Monument Marker	EA	\$ 100.00
Concrete Repair and Placement		
Install COS Det. 2228 cut off wall	LF	\$ 22.00
R & R Curb & Gutter	LF	\$ 27.00
R & R Sidewalk	SF	\$ 7.50
Remove misc curb and or gutter	LF	\$ 8.00
Remove concrete slab (5")	SF	\$ 2.00
Remove slab concrete (5-10")	SF	\$ 2.20
R & R Driveway @ 8"	SF	\$ 9.00
Install COS VG (Det 2240)	SF	\$ 11.00
R & R ADA Ramp COS 2233 @ 8"	SF	\$ 13.00

12PB018

Scottsdale Street Repairs Lot D
Lot "D" : Local Streets

Bid Description	Units	2013	
		Unit Price	
Removals Up to 80 SF			
Sawcut & Remove AC	SF	\$	4.00
Mechanical Profiling of AC	SF	\$	2.00
Subgrade Prep.	SF	\$	1.00
Pavement Placement up to 80 SF			
EVAC 12.5 mm up to 3"	SF	\$	5.00
EVAC 19mm up to 3"	SF	\$	5.00
EVAC 25mm up to 3"	SF	\$	5.00
Removals Greater Than 80 SF			
Sawcut & Remove AC	SF	\$	2.50
Mechanical Profiling of AC	SF	\$	2.00
Subgrade Prep.	SF	\$	2.50
Pavement Placement Greater Than 80 SF			
EVAC 12.5 mm up to 3"	SF	\$	4.50
EVAC 19mm up to 3"	SF	\$	4.50
EVAC 25mm up to 3"	SF	\$	4.50
Adjustments			
Adj Manhole to grade	EA	\$	375.00
Adj valve box to grade	EA	\$	340.00
Replace Box & Cover, valve box	EA	\$	100.00
Re-install Monument Marker	EA	\$	100.00
Concrete Repair and Placement			
Install COS Det. 2228 cut off wall	LF	\$	22.00
R & R Curb & Gutter	LF	\$	27.00
R & R Sidewalk	SF	\$	7.50
Remove misc curb and or gutter	LF	\$	8.00
Remove concrete slab (5")	SF	\$	2.00
Remove slab concrete (5-10")	SF	\$	2.20
R & R Driveway @ 8"	SF	\$	9.00
Install COS VG (Det 2240)	SF	\$	11.00
R & R ADA Ramp COS 2233 @ 8"	SF	\$	13.00